

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.618

Agenda No. 10.A

Approved: SEP 23 2014

TITLE:



RESOLUTION TO ADOPT THE CALENDAR YEAR 2014 MUNICIPAL BUDGET

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Calendar Year 2014 Municipal Budget for the City of Jersey City was introduced and approved on March 12, 2014; and

WHEREAS, an amendment to the CY2014 Municipal Budget was introduced on September 10, 2014; and

WHEREAS, the budget amendment was published in The Jersey Journal on September 17, 2014; and

WHEREAS, in accordance with N.J.S.A. 40A:4-8 a public hearing on the proposed amendment was conducted on (Tuesday) September 23, 2014 prior to considering adoption of the CY 2014 Municipal Budget.

WHEREAS, in accordance with N.J.S.A. 40A:4-10 the Municipal Council can consider adoption of CY 2014 Municipal Budget after approval from the Director of the Division of Local Government Services.

NOW THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City (by majority of the full membership) adopt the Calendar Year 2014 Municipal Budget.

BE IT FURTHER RESOLVED, that two certified copies of this resolution will be filed in the office of the Director of Local Government Services for certification of the Calendar Year 2014 Municipal Budget so adopted.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 7-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

2014 MUNICIPAL DATA SHEET **CALENDAR YEAR** Must Accompany 2014 Budget

MUNICIPALITY: CITY OF JERSEY CITY

COUNTY: HUDSON

STEVEN M. FULOP	6/30/17
Mayor's Name	Term Expires

Municipal Officials	
ROBERT BYRNE Municipal Clerk	01/12/89 Date of Orig. Appt. 635 Cert. No.
MAUREEN COSGROVE Tax Collector	1302 Cert. No.
DONNA MAUER Chief Financial Officer	N-0647 Cert. No.
FREDERICK J. TOMKINS Registered Municipal Accountant	327 License No.
JEREMY FARRELL Corporation Counsel	

Name	Governing Body Members	Term Expires
ROLONDO LAVARRO, PRESIDENT		06/30/17
JOYCE WATTERMEN		06/30/17
DANIEL RIVERA		06/30/17
FRANK GAJEWSKI		06/30/17
KHEMRAJ RAMCHAL		06/30/17
RICHARD BOGGIANO		06/30/17
MICHAEL YUN		06/30/17
CANDICE OSBOURNE		06/30/17
DIANE COLEMAN		06/30/17

Official Mailing Address of Municipality

CITY OF JERSEY CITY
 280 GROVE STREET
 JERSEY CITY, N.J. 07302

FAX #: (201)547-4955

Please attach this to your CY 2014 Budget and Mail to :

Director

Division of Local Government Services

Department of Community Affairs

P.O. Box 803

Trenton, New Jersey 08625

SHEET A

2014 MUNICIPAL BUDGET
CALENDAR YEAR


Municipal Budget of the CITY of JERSEY CITY, County of HUDSON for the Calendar Year 2014.

It is hereby certified that the Budget and Capital Budget annexed hereto and hereby made a part hereof is a true copy of the Budget and Capital Budget approved by resolution of the Governing Body on the

12th day of MARCH, 2014

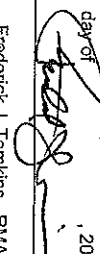
and that public advertisement will be made in accordance with the provisions of NJS 40A:4-6 and NJAC 5:30-4.4(d).

Certified by me, this 12th day of MARCH, 2014


ROBERT BYRNE, City Clerk
280 Grove Street
Jersey City, NJ 07302
(201) 547-5149

Signature

It is hereby certified that the approved Budget annexed hereto and hereby made a part is an exact copy of the original on file with the Clerk of the Governing Body, that all additions are correct, all statements contained herein are in proof and the total of anticipated revenues equals the total of appropriations.

Certified by me, this _____ day of _____, 2014.


Frederick J. Tonkins, RMA # 327
Donohue, Gironda & Dorf, CPAs
310 Broadway
Bayonne, NJ 07002

Certified by me, this _____ day of _____, 2014


Donna Mauer
Chief Financial Officer, # N-0647

DO NOT USE THESE SPACES

CERTIFICATION OF ADOPTED BUDGET

It is hereby certified that the amount to be raised by taxation for local purposes has been compared with the approved Budget previously certified by me and any changes required as a condition to such approval have been made. The adopted budget is certified with respect to the foregoing only.

STATE OF NEW JERSEY
Department of Community Affairs
Director of the Division of Local Government Services
By: _____
Dated: _____

(Do not advertise this Certification form)

CERTIFICATION OF APPROVED BUDGET

It is hereby certified that the Approved Budget made part hereof complies with the requirements of law, and approval is given pursuant to NJS 40A:4-7.9.

STATE OF NEW JERSEY
Department of Community Affairs
Director of the Division of Local Government Services
By: _____
Dated: _____

COMMENTS OR CHANGES AS A CONDITION OF CERTIFICATION OF DIRECTOR OF LOCAL GOVERNMENT SERVICES

The changes or comments which follow must be considered in connection with further action on this budget

CITY OF JERSEY CITY, COUNTY OF HUDSON

MUNICIPAL BUDGET NOTICE

Section 1

Municipal Budget of the CITY OF JERSEY CITY, County of HUDSON for the Calendar Year 2014

Be it Resolved, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the Calendar Year 2014:

Be it Further Resolved, that said Budget be published in the JERSEY JOURNAL
in the issue of Friday, March 28, 2014

The Governing Body of the CITY OF JERSEY CITY, does hereby approve the following as the Budget for the Calendar Year 2014

RECORDED VOTE-

Ayes:

Gajewski
Ranchal
Bogliano
Yun
Ospourne
Coleman
Rivera
Lavarro, President

Nays:

Abstained:

Absent:
Waterman

Notice is hereby given that the Budget and Tax Resolution was approved by the MUNICIPAL COUNCIL of the
CITY OF JERSEY CITY, County of HUDSON on WEDNESDAY, March 12, 2014

A Hearing on the Budget and Tax Resolution will be held at the ANNA CUCCI MEMORIAL COUNCIL CHAMBERS, CITY HALL, 280 GROVE ST.,
JERSEY CITY, NJ on WEDNESDAY April 9, 2014 at 6:00 p.m. at which time and place objections to said Budget and Tax Resolution for the
year 2014 may be presented by taxpayers or other interested persons.

General Appropriations For:		CALENDAR YEAR 2014
1. Appropriations within "CAP" -		XXXXXXXXXXXXXXXXXXXXXXXXXXXX
'(a) Municipal Purposes (Item H-1, Sheet 19, NUS 40A:4-45.2)		408,252,075
2. Appropriations excluded from "CAP" -		XXXXXXXXXXXXXXXXXXXXXXXXXXXX
'(a) Municipal Purposes (Item H-2, Sheet 28, NUS 40A:4-45.3 as amended)		96,058,528
'(b) Local District School Purposes in Municipal Budget (Item K, Sheet 29A)		10,483,807
Total General Appropriations excluded from "CAP" (Item O, Sheet 29A)		106,542,335
3. Reserve for Uncollected Taxes (Item M, Sheet 29A) - Based on Estimated 94.00% of Tax Collections		1,846,737
4. Total General Appropriations (Item 9, Sheet 29A)		516,641,147
5. Less: Anticipated Revenues Other Than Current Property Tax (Item 5, Sheet 11)		287,262,360
6. Difference: Amount to be Raised by Taxes for Support of Municipal Budget (as follows)		XXXXXXXXXXXXXXXXXXXXXXXXXXXX
'(a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes (Item 6a, Sheet 11)		217,414,170
'(b) Addition to Local District School Tax (Item 6b, Sheet 11)		5,774,432
'(c) Minimum Library Tax		6,190,185
XXXXXXXXXXXXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXXXXXXXXXXXXXXXX
Building Aid Allowance for Schools - State Aid 2014		4,709,375
2013		5,475,816

EXPLANATORY STATEMENT - (CONTINUED)
SUMMARY OF 2013 APPROPRIATIONS EXPENDED & CANCELED

	GENERAL BUDGET
BUDGET APPROPRIATIONS - ADOPTED	515,923,451
APPROPRIATIONS ADDED BY NJS 40A:4-87	7,802,542
EMERGENCY APPROPRIATIONS	0
TOTAL APPROPRIATIONS	523,725,993
EXPENDITURES - PAID OR CHARGED INCLUDING RESERVE FOR UNCOLLECTED TAXES	511,426,828
RESERVED	12,299,164
UNEXPENDED BALANCES CANCELED	
TOTAL EXPENDITURES & UNEXPENDED BALANCES CANCELED	523,725,992
OVEREXPENDITURES*	0

**EXPLANATIONS OF APPROPRIATIONS FOR
"OTHER EXPENSES"**

The amounts appropriated under the title of "Other Expenses" are for operating costs other than "Salaries & Wages".

Some of the items included in "Other Expenses" are:
Materials, supplies and non-bondable equipment;
Repairs and maintenance of buildings, equipment, roads, etc.;
Contractual Services for garbage and trash removal, fire hydrant services, aid to volunteer fire companies, etc.;
Printing and advertising, utility services, insurance and many other items essential to the services rendered by municipal government.

* SEE BUDGET APPROPRIATION ITEMS SO MARKED TO THE RIGHT OF COLUMN "EXPENDED 2009 RESERVED."

EXPLANATORY STATEMENT - (CONTINUED)

BUDGET MESSAGE

APPROPRIATIONS CAP CALCULATION

Total General Appropriations for 2013	523,725,992	
CAP Base Adjustment		
Subtotal	523,725,992	
Exceptions to CAP:		The final CAP for the City of Jersey City is determined by the Division of Local Government Services as part of its review process. The calculations presented below are as provided by the Division of Local Government Services prior to introduction of the budget.
Total Other Operations	8,978,683	
Total Capital Improvements	600,000	
Total Debt Service	59,325,339	
Total Approp for School Purpose	12,190,025	
Total Public & Private Programs	26,803,048	
Judgments	0	
Total Deferred Charges	14,988,914	
Reserve for Uncollected Taxes	1,528,223	
Total Additional Appropriations	124,414,232	The City is cap compliant with both the property tax levy cap and the appropriations cap.
Total Exceptions	124,414,232	
Amount on which .5% CAP is Applied	399,311,760	
.5% CAP	1,996,559	
CAP Bank	13,356,258	
Value of New Construction	4,423,605	
Allowable Operating Appropriations before Additional Exceptions per NJS 40A:4-45.3	419,090,182	
Additional 3.0% if Ordinance Approved	11,979,353	
Allowable Operating Appropriations	431,069,535	
NJSA 40A:4-45.14	431,069,535	
Fiscal Year In-CAP Appropriations	408,252,075	

Mandatory Minimum Budget Message Must Include a Summary of:

1. How the CAP was Calculated
2. A Summary by Functions of Appropriations spread among more than one Official Line

SHEET 3B

SUMMARY OF SPLIT FUNCTIONS

In order to comply with statutory and regulatory requirements, the amounts appropriated for certain departments or functions have been split and their parts appear in several places. Those appropriations which have been split are as follows:

Group Health Insurance

Projected Costs: \$77,950,000
Less Employee Contb (Jan-Jun) \$2,405,000
Less Empl Contb (July-Dec) \$2,639,000
Less Grant Employees Reimb \$200,000
Less 3rd Party Reimbursements \$1,000,000

Net Group Health Insurance Appropriation:

Inside Cap - \$71,706,000
Outside Cap - \$0

CY14 Budget Appropriation - \$71,706,000

EXPLANATORY STATEMENT (CONTINUED) BUDGET MESSAGE

SUMMARY LEVY CAP CALCULATION

LEVY CAP CALCULATION

PRIOR YEAR AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES

LESS: ONE YEAR WAIVERS

LESS: PRIOR YEAR DEFERRED CHARGES TO FUTURE TAXATION UNFUNDED

LESS: PRIOR YEAR DEFERRED CHARGES: EMERGENCIES

CHANGES IN SERVICE PROVIDER (+/-)

NET PRIOR YEAR TAX LEVY FOR MUNICIPAL PURPOSES FOR CAP CALCULATION

PLUS 2% CAP INCREASE

\$217,730,857

\$0

\$7,619,611

\$5,583,000

\$0

\$204,528,246

\$4,090,595

ADJUSTED TAX LEVY PRIOR TO EXCLUSIONS

EXCLUSIONS:

ALLOWABLE SHARE SERVICE AGREEMENT'S INCREASE

ALLOWABLE INCREASE IN HEALTH CARE COSTS

ALLOWABLE PENSION OBLIGATIONS INCREASES

ALLOWABLE LOSAP INCREASE

ALLOWABLE CAPITAL IMPROVEMENTS INCREASE

ALLOWABLE DEBT SERVICE/CAPITAL LEASES INCREASE

RECYCLING TAX APPROPRIATION

DEFERRED CHARGES TO FUTURE TAXATION

CURRENT YEAR DEFERRED CHARGES: EMERGENCIES

ADD TOTAL EXCLUSIONS

LESS CANCELLED OR UNEXPENDED WAIVERS

\$0

\$0

\$462,865

\$0

\$400,000

\$1,419,525

\$0

\$0

\$6,290,000

\$9,592,390

ADJUSTED TAX LEVY

ADDITIONS:

NEW RATABLES - INCREASE IN VALUATIONS (NEW CONSTRUCTION AND ADDITIONS)

PRIOR YEARS LOCAL MUNICIPAL PURPOSE TAX RATE (PER \$100)

NEW RATABLE ADJUSTMENT TO LEVY

AMOUNTS APPROVED BY REFERENDUM

WAIVERS APPLIED FOR

MAXIMUM ALLOWABLE AMOUNT TO BE RAISED BY TAXATION

AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES

AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES UNDEROVER CAP (+/-)

\$118,205,266

\$9,744

\$4,425,605

\$0

\$0

\$221,606,806

\$217,414,170

4,192,636

Explanatory Statement - (continued)
Budget Message

Analysis of Compensated Absence Liability

Legal basis for benefit
(check applicable items)

Organization/Individuals Eligible for Benefit	Gross Days of Accumulated Absence	Value of Compensated Absences	Approved Labor Agreement	Local Ordinance	Individual Employment Agreements
Uniformed Police	78,247	35,289,932	X		
Uniformed Fire	88,502	29,894,519	X		
Management	12,522	3,995,232		X	
Local 246	13,577	2,323,504	X		
Local 245	7,365	1,268,267	X		
Jersey City Supervisor's Association	5,698	1,281,368	X		
Local 68	68	14,447	X		
School Traffic Guards	3,380	174,410	X		
Totals	days	209,359			
		\$74,241,679			
Total Funds Reserved as of end of 2013:		0			
Total Funds Appropriated in CY2014:		\$2,000,000			

EXPLANATORY STATEMENT - (CONTINUED)
BUDGET MESSAGE

SUMMARY OF SPLIT FUNCTIONS

In order to comply with statutory and regulatory requirements, the amounts appropriated for certain departments or functions have been split and their parts appear in several places. Those appropriations which have been split are as follows:

<u>OPERATIONS WITHIN CAP</u>	<u>OPERATIONS OUTSIDE CAP</u>	<u>TOTAL</u>
n/a		\$0

BUDGET MESSAGE - STRUCTURAL BUDGET IMBALANCES

[illegible]

CURRENT FUNDS - ANTICIPATED REVENUES		ANTICIPATED		BUDGETED		REALIZED	
GENERAL REVENUES		FCOA	* CY 2014 *	* CY 2013 *	* CY 2013 *		
(1) SURPLUS ANTICIPATED		08-100	16,400,000	16,690,982	16,690,982		
(2) SURPLUS ANTICIPATED w/PRIOR CONSENT OF DIRECTOR		08-101	13,000	16,250	16,250		
TOTAL - SURPLUS ANTICIPATED			16,413,000	16,707,232	16,707,232		
(3) MISCELLANEOUS REVENUE - SECTION A: LOCAL REVENUES							
Alcoholic Beverage Licenses		08-141	511,636	364,200	436,000		
OTHER LICENSES:							
Marriage Licenses		08-103	4,815	4,545	4,842		
Cable T.V. Franchise Fees		08-612	2,298,678	2,158,057	2,158,056		
Franchise Payment - Port Authority		08-110	40,000	40,000	40,000		
Hackensack Meadowlands Adjustment		08-609	1,155,705	1,182,223	1,182,212		
Local School Aid		09-207	2,426,182	3,900,000	3,900,000		
Advertising Ordinance Fees		08-105	57,571	346,738	307,790		
Search Fees		08-106	260	270	477		
Lot Clearing Charges		08-123	78,448	165,800	179,657		
Tax Collector's Fees		08-124	12,649	14,595	15,756		
Hotel Occupancy Tax		08-107	6,549,118	6,328,567	7,045,157		

09/24/14

SHEET 4

CURRENT FUNDS - ANTICIPATED REVENUES		ANTICIPATED	BUDGETED	REALIZED
GENERAL REVENUES	FCOA	* CY 2014 *	* CY 2013 *	* CY 2013 *
(3) MISCELLANEOUS REVENUE - SECTION A: LOCAL REVENUES	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXX
FEEES & PERMITS:	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXX
Interest & Cost on Taxes	08-111	698,322	1,069,926	1,098,133
Interest on Investments & Deposits	08-112	172,435	228,019	188,418
Assessor Application Fees	08-125	59,585	63,609	60,930
Sewer & Street Opening Permits	08-127	250,582	260,000	250,682
Swimming Pool Fees	08-129	94,748	88,946	94,835
Skating Rink Fees	08-130	81,437	61,148	81,437
Laundry Licenses	08-131	22,700	23,366	22,700
Vending Machine Licenses	08-132	19,798	21,762	19,798
Food Establishment Licenses	08-133	354,181	267,420	354,181
Hotel/Motel Licenses	08-156	68,360	78,185	68,360
Dine & Dance Permits	08-138	23,000	29,216	23,000
Police Reports ID Bureau Fees	08-135	123,000	119,746	123,354
Hack (Taxicabs & Omnibus) Licenses	08-140	152,804	269,956	169,657
Elevator Inspection Fees	08-139	500,000	627,560	557,361
Site Plan Review Fees	08-145	600,000	600,000	806,541
Bingo & Raffle Licenses	08-142	19,470	17,710	19,470

08/24/14 SHEET 4A

CURRENT FUNDS - ANTICIPATED REVENUES							
GENERAL REVENUES							
(3.) MISCELLANEOUS REVENUE - SECTION A: LOCAL REVENUES							
	FOOA		ANTICIPATED		BUDGETED		REALIZED
	XXXXXXXXXX		* CY 2014 *		* CY 2013 *		* CY 2013 *
	XXXXXXXXXX		XXXXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXXXXXXXX
	XXXXXXXXXX		XXXXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXXXXXXXX
Mechanical Amusement Devices	08-660		14,900		15,600		16,150
Parking Lot Licenses	08-143		404,925		400,000		404,925
Used Motor Vehicle Dealer Licenses	08-661		84,917		88,117		88,117
Parking Lot Tax	08-136		7,602,105		7,315,000		7,602,268
Municipal Court Fines	08-108		10,400,000		10,707,267		10,978,511
Passaic Valley Sewerage Commission Incentive			129,963				
Interstate Waste	08-170		298,351		350,000		298,351
Secure Buildings	08-116		1,189		8,859		1,794
Dumpster Fee	08-624		35,695		35,695		44,011
Certified Copies Marriage Licenses	08-180		37,810		42,305		38,155
Zoning Permits & Ordinance Copies	08-181		120,728		140,487		121,378
Reimbursement for Damaged Property	08-183		0		50,000		0
Death Certificates	08-182		83,395		85,855		85,780
Vacant Property Registration	08-184		186,500		214,501		200,700
Private Police Duty Administration Fees			1,200,000		1,000,000		1,000,000
TOTAL SECTION A: LOCAL REVENUES	08		36,975,962		38,785,238		40,088,946

CURRENT FUNDS - ANTICIPATED REVENUES		ANTICIPATED		BUDGETED		REALIZED	
GENERAL REVENUES		* CY 2014 *		* CY 2013 *		* CY 2013 *	
(3) MISCELLANEOUS REVENUE - SECTION B: STATE AID WITHOUT OFFSETTING APPROPRIATIONS		XXXXXXX		XXXXXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXXXXXXXXX	
		XXXXXXX		XXXXXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXXXXXXXXX	
Consolidated Municipal Property Tax Relief Aid		09-206		11,813,525		12,162,006	
Energy Receipts Tax		09-202		52,031,160		51,682,679	
In Lieu of Tax Payment - Garden State Preservation Trust		08-158		15,837		15,837	
						0	
Building Aid Allowances for School Aid		09-203		4,709,375		5,475,816	
Building Aid Allowances (Ch74, P.L.1980)		09-204					
TOTAL SECTION B: STATE AID WITHOUT OFFSETTING APPROPRIATIONS		09		68,569,897		69,336,338	
						69,320,501	

CURRENT FUNDS - ANTICIPATED REVENUES			
GENERAL REVENUES			
(3) MISCELLANEOUS REVENUE - SECTION F: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - PUBLIC AND PRIVATE REVENUES OFFSET WITH APPROPRIATIONS	FOCA	ANTICIPATED * CY 2014 *	BUDGETED * CY 2013 *
Town Hall Meeting	08-860	500	0
UEZ - Police Program Year 4	10-781	0	0
Project Glad (FOID)	10-161	0	0
UEZ Apple Tree House	08-264		0
UEZ - CCTV Camera Installation (West Side Ave)			0
ASPCA	08-861		10,000
MUTCD Traffic Sign Inventory	08-862		0
HCOS - Hackensack River Waterfront Park Acquisition	08-806		0
Petsmart Charities	08-859	99,990	0
NUDOT - Newark Avenue Ph 4	10-851		0
Safe Routes to Schools	08-894		300,000
Second Chance Maintenance Program	08-895	310,000	0
Hazard Materials Emergency Planning	08-900		42,300
TDR Planning Assistance	08-901		40,000
First Street Park	08-902		295,000
Reservoir 3 Stabilization	08-903		50,000
UEZ- Jackson Hill Main Street	08-857		0
UEZ - Second Chance Maintenance Program	08-858		482,625

CURRENT FUNDS - ANTICIPATED REVENUES			
GENERAL REVENUES			
(3.) MISCELLANEOUS REVENUE - SECTION F: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - PUBLIC AND PRIVATE REVENUES OFFSET WITH APPROPRIATIONS	FCOA	ANTICIPATED * CY 2014 *	BUDGETED * CY 2013 *
Central Avenue SID	08-671		
McGinley Square SID	8-673		
Roethlisberger Grant	08-887		10,000
LSP - McGinley Square	08-888		366,775
Stuyvesant Statue Restoration	08-889	4,939	25,000
PANYNJ - Search & Rescue	08-890		612,620
PANYNJ Port Security	08-891		41,250
Port Security Grant	08-892		234,200
Neighborhood Stabilization Program	08-893		625,000
UASI Goldcoast Waterfront	08-904		75,000
Bufferzone Protection	08-905		259,000
JC Signalization Improvement	08-906		792,000
Barfield Grant	08-907		10,000
UEZ - CCTV Maintenance	10-511		
Local Safety Program -	08-863		615,287
RT 440/ 1&9 Study	10-796		
CLPP - PORSCHE	08-857	22,000	195,000
UEZ - Traffic Signal Maintenance	10-817		

SHEET 9A

CURRENT FUNDS - ANTICIPATED REVENUES			
GENERAL REVENUES			
(3) MISCELLANEOUS REVENUE - SECTION F: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - PUBLIC AND PRIVATE REVENUES OFFSET WITH APPROPRIATIONS	FCOA	ANTICIPATED * CY 2014 *	BUDGETED * CY 2013 *
Peer Grouping Grant	10-799		40,000
Senior Citizen Services	10-558		
Municipal Drug Alliance	08-665	330,507	233,209
ARRA - Supplemental Subregional Staff Support	10-822		
NJDOH - Sexually Transmitted Disease Control	08-703		72,183
Urban Area Security Initiative Grant	08-268		1,661,092
Metropolitan Medical Response System	08-895		281,693
COPS in Shops	08-872	3,439	3,248
Drunk Driver Enforcement Fund	08-669	10,786	9,715
COPS Hiring Grant	10-802		1,875,000
License Plate Readers	08-874		0
Body Armor Replacement Fund	10-589		89,206
Safe and Secure Communities	10-590		0
Recycling Tonnage Grant (2011)	10-803	122,179	278,748
Law Enforcement Officers Training & Equipment Fund (LEOTEF)	10-595		
Comprehensive Traffic Safety Grant	10-599		27,900
NJDOT - Newark Avenue Phase 3 Side Streets	10-818		0
HUD - Special Project Grant	10-810		0

CURRENT FUNDS - ANTICIPATED REVENUES			
GENERAL REVENUES			
(3.) MISCELLANEOUS REVENUE - SECTION F: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - PUBLIC AND PRIVATE REVENUES OFFSET WITH APPROPRIATIONS	FCOA	ANTICIPATED * CY 2014 *	BUDGETED * CY 2013 *
PSE&G Tree Canopy Study	10-606		45,000
Community Service Block Grant (CSBG)	08-897	877,334	870,054
Subregional Transportation Grant	08-717		57,581
Historic Downtown SID	08-672		
Journal Square UEZ	08-675		
UEZ - JCEPT Re-entry Program	10-795		501,725
NIDOH - Women, Infants & Children (WIC)	08-654		1,632,000
Summer Food Program	08-655		607,778
Public Health Priority Funding (PHPF)	10-626		
Senior Nutrition	08-898	1,193,327	1,178,045
UEZ CCTV Phase II	08-737		
Underage Drinking Enforcement	10-738		
FY2013 Municipal Aid Program	08-801		1,077,190
UEZ - Monticello Main Street Challenge Grant	10-793		
Clean Communities Program	08-873	328,191	349,580
Subregional Studies Program - Liberty St Park Circulator Cust Benefit Analysis			
Cops in Shops 2013		191	0
Local Safety Program	08-863		0

CURRENT FUNDS - ANTICIPATED REVENUES			
GENERAL REVENUES			
(3) MISCELLANEOUS REVENUE - SECTION F: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - PUBLIC AND PRIVATE REVENUES OFFSET WITH APPROPRIATIONS	FCOA	ANTICIPATED * CY 2014 *	BUDGETED * CY 2013 *
FEMA/Fire Hose & Equip	08-864		
FEMA / Personal Protection Equipment	08-865		
NUCU Business Development Center	08-866		
Assistance to Fire Fighters Grant	08-867	800,000	800,000
Harborside Industrial Drive	08-869		
ATP - Two Traffic Signals		500,000	500,000
ATP - Dead End Streets II		220,000	220,000
ATP - Traffic Striping & Markings		200,000	200,000
ATP - Destination Jersey City Ph 3		100,000	100,000
UEZ - Rising Tide Capital	08-830		
HCOS - Friends of Loews	08-832	535,841	535,841
Learn to Swim	08-831		
HCOS - Berry Lane	10-769		0
PANYNJ Port Security	08-833		
CCTV Maintenance			
Gateway Beautification Maintenance Project			
Senior Info and Assist	08-899	65,000	65,000
HCOS - Pershing Field Historic Arch Preservation	10-813		0

CURRENT FUNDS - ANTICIPATED REVENUES				
GENERAL REVENUES				
(3) MISCELLANEOUS REVENUE - SECTION F: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - PUBLIC AND PRIVATE REVENUES OFFSET WITH APPROPRIATIONS	FCOA	ANTICIPATED * CY 2014 *	BUDGETED * CY 2013 *	REALIZED * CY 2013 *
Various Street Resurfacing	08-884	1,073,590		0
Share Our Strength		20,000		0
UEZ-India Arches		200,000		
NYNJ Snowflake		180,000		
Ita Sedransk		3,000		
Senior Farmer's Market	08-753		1,750	1,750
PANYNJ Port Security	08-882		466,667	466,667
Clean Communities Forestry	08-912	3,000		
FEMA - SAFER	08-842	6,868,000		
JTPA	08-798	4,187,710	7,351,489	7,351,489
Superbowl Crackdown	08-921	4,000		
Summer Works Initiative	08-922	190,000	203,864	203,864
Target Grant		500	0	0
Edward Byrne Grant (JAG)	08-877	198,505		0
JC Soccer Association		5,030		0
TOTAL - SECTION F: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF THE DIRECTOR OF LOCAL GOVERNMENT SERVICES - PUBLIC/PRIVATE REVENUES OFFSET WITH APPROPRIATIONS:	10,12,19	16,236,718	26,416,615	26,416,615

CURRENT FUNDS - ANTICIPATED REVENUES			
GENERAL REVENUES			
(3) MISCELLANEOUS REVENUE - SECTION G: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - OTHER SPECIAL ITEMS	FCOA	ANTICIPATED	
	XXXXXXXXXX	* CY 2014 *	
	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	
	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	
Payments in Lieu of Taxes (P.I.L.O.T.)			
Athena JC UR	08-224	2,300,000	2,324,211
Grove Point Condo Urban Renewal	08-225	600,000	610,000
Erie-Tenth Urban Renewal	08-226	385,614	385,614
Greene Street UR, LLC	08-227	230,000	231,691
Liberty Harbor North, UR (Metro Homes) (Gulls Cove)	08-229	2,400,000	2,448,941
Liberty Harbor North Condo UR 4 LLC	08-231	936,654	923,650
Liberty Harbor North Brownstones	08-234	800,000	857,610
95 Van Dam St. UR, LLC (The Foundry)	08-236	580,000	521,449
Lafayette Community LP	08-237	107,745	105,204
159 Second St UR, LLC (Maids Lofts)	08-238	660,300	660,300
WA Residential CO LLC	08-239	159,435	314,883
Centex Homes (475 Claremont Lofts)	08-240	450,000	441,877
Newport Shore Club South	08-242	2,100,000	2,098,736
Montgomery Greene UR, LLC	08-282	1,000,000	978,836
H.P. Roosevelt UR, LLC	08-283	537,372	479,116
K. Hovnanian	08-285	590,000	591,226
L.F. Fam. P3 (Barbara Place)	08-298	51,482	51,482
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		BUDGETED	
		* CY 2013 *	
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CURRENT FUNDS - ANTICIPATED REVENUES			
GENERAL REVENUES			
(3) MISCELLANEOUS REVENUE - SECTION G: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - OTHER SPECIAL ITEMS	FCOA	ANTICIPATED * CY 2014 *	BUDGETED * CY 2013 *
Second Street Waterfront	08-289	1,200,000	1,242,869
Storms Ave Elderly Apts LP (YWCA Apts)	08-291	63,690	55,707
Block 284 North U.R. LLC AKA ST. FRANCIS	08-292	750,000	745,738
Polar Logistics East	08-297	98,370	12,750
Lafayette St. Living	08-299	10,524	10,524
254 Bergen Avenue	08-300	19,995	16,536
Keystone Greenville	08-301	186,739	190,903
Salem Lafayette Associates	08-302	393,363	382,031
Unico Apartments	08-303	265,192	281,133
Mt Carmel Guild (Ocean Towers)	08-304	160,869	131,298
Vector U.R. Assoc. I (Harborspire I)	08-305	4,000,000	4,054,040
Villa Borinquen (Puerto Rican Lutheran)	08-306	394,343	361,825
Van Wagenen I	08-307	270,663	266,743
Plaza Apartments	08-308	77,073	57,000
Path	08-309	86,729	86,729
Battery View Seniors	08-310	297,401	280,338
Jones Hall Associates	08-312	129,982	129,243
Summit Plaza Apartments	08-313	325,092	220,000

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CURRENT FUNDS - ANTICIPATED REVENUES			
GENERAL REVENUES			
	FCOA	ANTICIPATED * CY 2014 *	BUDGETED * CY 2013 *
Jersey Heights Realty	08-314	64,070	54,000
Port Authority of New York/New Jersey	08-316	736,305	736,305
Muehlenberg Gardens Seniors	08-317	127,590	116,471
Bergen Manor Associates	08-318	40,116	40,116
Kennedy Manor Associates	08-319	27,798	27,798
Montgomery Gateway I	08-320	248,662	248,662
Montgomery Gateway II	08-321	311,153	302,574
Fairview Associates	08-323	169,589	238,914
Kennedy Blvd. Associates	08-327	256,518	523,758
Brunswick Estates	08-328	135,200	141,000
2854 Kennedy Blvd LLC	08-330	232,275	193,208
Chowanec UR, LLC	08-333	18,707	18,707
GALA JOURNAL SQ (formerly PHM Associates)	08-336	0	195,668
475 Claremont Lofts	08-339	225,000	223,478
NC Housing Associates #100	08-340	929,906	845,873
NC Housing Associates #200	08-341	1,367,103	1,163,690
412-420 MLK Drive, LLC (TheAuburn)	08-342	10,036	9,767
Port Liberte'	08-343	3,195,000	4,000,000
Hotel at Newport UR, LLC (Westin)	08-344	875,961	881,599
Volunteers of America	08-346	88,693	87,000

CURRENT FUNDS - ANTICIPATED REVENUES			
GENERAL REVENUES			
	FCOA	ANTICIPATED * CY 2014 *	BUDGETED * CY 2013 *
Lafayette Family Phase II (Pacific Court)	08-348	44,864	44,863
Portside Urban Renewal	08-349	2,197,105	2,072,167
Toy Factory Apartments, LP	08-352	33,826	34,247
Ocean Bayview I Urban Renewal	08-360	19,681	17,135
Rialto Capital UR, LLC	08-361	1,300,000	1,320,731
Tower of America	08-362	187,064	1,471,389
Sienna Urban Renewal	08-363	636,361	897,598
30 River Court East	08-365	2,004,601	1,804,786
20 River Court West	08-366	1,784,418	1,613,087
Newport Office Center III	08-367	833,039	1,050,120
Newport Office Center IV	08-368	1,532,515	1,731,704
90 Hudson Urban Renewal	08-369	2,000,000	1,380,000
70 Hudson Street	08-370	1,405,372	1,872,718
Portofino Towers / Portofino Waterfront U.R.	08-371	2,275,000	2,340,488
Candlewood Urban Renewal	08-372	491,847	284,555
Marbella Tower Urban Renewal Associates	08-373	1,750,000	1,702,665
Sugar House	08-375	750,000	693,797
74 Grand Street	08-378	866,668	816,668
Newport Hotel One Urban Renewal	08-380	364,537	247,014
T.C.R. Pier Urban Renewal	08-383	750,000	703,094

CURRENT FUNDS - ANTICIPATED REVENUES		ANTICIPATED		BUDGETED		REALIZED	
GENERAL REVENUES		* CY 2014 *		* CY 2013 *		* CY 2013 *	
Arlington Arms Apts.	08-385	36,753		43,902		40,328	
Padua Court	08-386	26,406		27,414		26,910	
Paulus Hook Community Housing	08-388	356,509		276,684		386,981	
James Monroe	08-397	3,000,000		3,200,000		3,047,194	
Grandview Terrace	08-390	212,643		197,593		225,595	
Equality Housing	08-391	138,450		112,000		185,225	
Audubon Park Associates	08-392	140,000		140,000		140,000	
Lafayette Family URA LLC (Woodward Terrace)	08-393	43,088		44,014		43,814	
Van Wagenen II	08-394	132,059		132,059		132,254	
Mid City Apt. UR II	08-402	8,039		6,563		12,421	
AHM Housing Assoc (AH Moore Ph II)	08-337	16,919		0		0	
Resurrection House	08-404	15,926		14,518		18,447	
Euell Development	08-405	3,761		3,761		5,761	
Arlington Gardens	08-406	44,456		44,464		64,682	
Villa Borinquen II	08-407	21,244		15,805		65,844	
Lutheran Residence Corp.	08-408	7,921		7,620		8,622	
Town Cove North Urban Renewal	08-411	1,635,452		1,200,860		1,591,452	
Mid-City Apartments UR I	08-412	11,700		11,700		11,700	
Monaco South	08-287	545,549		450,000		554,494	
Monaco North	08-288	525,869		353,048		530,685	

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CURRENT FUNDS - ANTICIPATED REVENUES		ANTICIPATED		BUDGETED		REALIZED	
GENERAL REVENUES	FCOA	* CY 2014 *	* CY 2013 *			* CY 2013 *	
Liberty Towers Urban Renewal (formerly Essex Waterfront)	08-437	3,151,593	3,155,639			3,197,121	
Pilot Application Fees	08-438	1,929,102	1,607,586			2,166,001	
Caven Point Urban Renewal	08-439	200,394	268,423			233,592	
Call Harbor Plaza IV	08-440	834,819	846,110			840,465	
Call Harbor Plaza V	08-441	3,229,146	3,242,857			3,236,004	
Call Harbor South Pier	08-442	695,092	695,092			629,869	
99 Rutgers Avenue	08-443	11,764	12,418			12,223	
Bramhall Urban Renewal	08-445	91,743	49,206			104,638	
Macy's-Department Store #3	08-446	279,167	285,894			209,668	
Plaza #10 Urban Renewal	08-447	2,025,511	1,949,005			1,898,182	
Raine Court Urban Renewal	08-448	140,000	170,182			142,230	
Atrium Hamilton Park	08-450	262,790	253,190			257,990	
H. P. Lincoln Urban Renewal	08-452	472,702	540,423			557,001	
Fulton's Landing (PulteHomes UR, LLC)	08-453	690,000	718,428			714,029	
Majestic Theatre	08-457	240,000	238,859			239,034	
769 Montgomery Street U.R., LLC	08-351	100,844	100,401			96,882	
AH Moore Phiz II	08-335	26,067	26,067			26,067	
Forrest Sr Citizens	08-476	42,120	51,418			52,075	
Grand Liberty Harbor	08-356	565,001	274,349			576,139	
RAV GROUP LLC	08-345	12,093	6,280			19,279	

CURRENT FUNDS - ANTICIPATED REVENUES				
GENERAL REVENUES				
	FCCA	ANTICIPATED * CY 2014 *	BUDGETED * CY 2013 *	REALIZED * CY 2013 *
Hudson Hospitality	08-414	0	496,972	291,301
Fairmount Hotel	08-415	94,642	7,545	16,340
Summit Urban Renewal	08-416	18,394	8,967	10,183
New Community Hudson Seniors - 33 Orchard Street	08-417	23,483	29,126	26,304
Town Cove South Urban Renewal (Pinnacle Towers)	08-418	1,875,000	1,849,464	1,847,476
Hudson Palisades UR	08-279	44,771	5,486	34,726
Newport Office Center V	08-420	1,441,240	2,097,937	1,933,763
Newport Office Center VI	08-421	761,858	773,647	961,164
Newport Office Center VII	08-422	2,775,800	2,788,197	2,781,998
Liberty Waterfront	08-423	1,375,000	1,380,456	1,392,166
30 Hudson Street	08-425	4,580,000	4,001,036	4,010,635
Project HOME Urban Renewal	08-427	5,701	14,723	10,948
Mercury UR	08-410	297,280	0	0
Hudson Point Apartments	08-429	1,227,022	720,922	3,114,619
North Pier Apartments	08-430	1,262,235	1,372,218	1,399,335
T.C.R. JC I Urban Renewal	08-431	929,111	842,052	932,857
25 River Drive Urban Renewal	08-432	1,920,845	1,643,607	1,833,833
BR Orpheum	08-451	297,280	0	0
Port Liberte II	08-435	3,935,989	4,291,366	3,935,989
Genesis JC (Webb)	08-471		0	14,330

CURRENT FUNDS - ANTICIPATED REVENUES							
GENERAL REVENUES							
(3) MISCELLANEOUS REVENUE - SECTION G: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - OTHER SPECIAL ITEMS							
	FCOA	ANTICIPATED	BUDGETED	REALIZED			
AH Moore Ph 1 (G. Robinson)	08-290	39,204	39,204	39,204			
Let's Celebrate	08-458	71,016	3,549	90,284			
140 Bay Street	08-459	387,982	387,982	382,120			
700 Grove Street	08-460	1,920,000	1,920,094	1,929,858			
Liberty Point	08-461	200,000	204,824	202,143			
Bostwick Court UR Assoc. LLP	08-462	73,197	73,992	73,594			
Henderson Lofts	08-463	662,000	669,389	669,511			
K. Hovnanian at 77 Hudson St., UR, Co., LLC	08-467	4,500,000	1,857,576	3,553,650			
EQR at 77 Hudson Street	08-466	1,444,232	1,480,000	2,099,937			
Shore Club North UR LLC	08-470	2,150,000	2,150,828	2,176,269			
ACC Tower 1A (American Can)	08-472	540,000	302,239	570,186			
Port Authority Global Terminal	08-481	1,360,030	1,265,089	1,360,030			
Aqua UR Co. LLC	08-477	812,372	1,129,193	1,032,237			
Greenville Steering Committee	08-605	10,364	6,249	16,433			
Fred W. Martin Apt	08-482	53,831	40,832	100,280			
Hajjar Medical Office Building	08-483	108,780	71,906	71,906			
JC Medical Center Building	08-484	290,268	286,640	286,640			
TOTAL P.I.L.O.T.	08-150	112,306,736	109,683,785	122,615,865			

CURRENT FUNDS - ANTICIPATED REVENUES							
(3) MISC REVENUE - SECTION G: SPECIAL REVENUE ITEMS ANTIC WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF DLGS-OTHER SPECIAL ITEMS				FCOA	ANTICIPATED	BUDGETED	REALIZED
				XXXXXXXXXXXXXX	* CY 2014 *	* CY 2013 *	* CY 2013 *
Sale of Municipal Prop - Land Sales				08-121	5,038,500	5,200,000	0
United Water Reimbursement Water Operations				08-117	720,000	825,000	779,632
MUA Franchise Concession Payment				08-113	14,500,000	13,000,000	13,000,000
MUA Water Debt Service Payment				08-114	4,361,300	5,303,291	5,254,995
JCPA Debt Service Payment				08-980	341,372	0	0
Uniform Fire Safety Act				08-134	250,000	250,000	250,000
BAB's Federal Credit				08-981	1,539,543	0	0
RZEDB Federal Credit				08-982	117,297	0	0
Settlements and Judgements					0	1,000,000	1,000,000
Taxicab Medallion Auction					184,000	1,000,000	4,859,500
Due from FEMA (Hurricane Sandy)					0	1,193,000	1,193,000
Trust Assessments Surplus					0	36,093	36,092
Abatement Transfer Fee (JPRM)					3,100,000	0	0
TOTAL SECT G: SPC REV ITEMS ANTIC W/ PRIOR CONSENT OF DIR OF DLGS -				08	142,458,748	137,491,169	148,989,084

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CURRENT FUNDS - ANTICIPATED REVENUES				ANTICIPATED		BUDGETED		REALIZED	
GENERAL REVENUES		FCOA		* CY 2014 *		* CY 2013 *		* CY 2013 *	
SUMMARY OF REVENUES		XXXXXX		XXXXXXXXXXXX		XXXXXXXXXXXX		XXXXXXXXXXXX	
1. SURPLUS ANTICIPATED (Sheet 4.#1)		08-100		16,400,000		16,690,982		16,690,982	
2. SURPLUS ANTICIPATED W/PRIOR CONSENT DIR. DLGS(Sheet 4.#2)		08-101		13,000		16,250		16,250	
3. MISCELLANEOUS REVENUES:				XXXXXXXXXXXX		XXXXXXXXXXXX		XXXXXXXXXXXX	
Total Section A: Local Revenues		08		36,975,962		38,785,238		40,088,946	
Total Section B: State Aid W/O Offsetting Appropriations		09		68,569,897		69,336,338		69,320,501	
Total Section C: Dedicated Uniform Construction with Approp		08		5,756,541		4,300,000		5,756,541	
Total Section D: Interlocal Municipal Service Agreements		11		0		0		0	
Total Section E: Special Items - Additional Revenues		08		0		0		0	
Total Section F: Special Items - Public & Private Revenues		10,12,19		16,236,718		26,416,615		26,416,615	
Total Section G: Special Items - Other Special Items		08		142,458,748		137,491,169		148,989,084	
TOTAL - MISCELLANEOUS REVENUES		40004-00		269,997,866		276,329,360		290,571,687	
(4.) RECEIPTS FROM DELINQUENT TAXES		193-15		851,494		342,386		1,027,577	
(5.) SUBTOTAL GENERAL REVENUES (Items 1,2,3, & 4)		40001-00		287,262,360		293,378,978		308,306,466	
(6.) AMOUNT TO BE RAISED BY TAXES FOR SUPPORT OF MUNICIPAL BUDGET:									
(a.) Local Tax Including Reserve For Uncollected Taxes		07-190		217,414,170		217,730,857		222,636,389	
(b.) Addition to Local District School Tax		07-191		5,774,432		6,714,209		6,714,209	
(c.) Minimum Library Tax		07-192		6,190,185		5,901,949		5,901,949	
TOTAL - AMOUNT TO BE RAISED BY TAXES		07		229,378,787		230,347,015		236,252,567	
(7.) TOTAL GENERAL REVENUES		40000-00		516,641,147		523,725,993		543,559,053	

HUMAN RESOURCES	20-115						
Salaries & Wages	20-115-1	120,000	0		0		0
Other Expenses	20-115-2	153,045	0		0		0
WORKFORCE MANAGEMENT	20-116						
Salaries & Wages	20-116-1	175,000	0		0		0
Other Expenses	20-116-2	7,100	0		0		0
HEALTH BENEFITS	20-117						
Salaries & Wages	20-117-1	70,000	0		0		0
Other Expenses	20-117-2	1,500	0		0		0
PENSION	20-118						
Salaries & Wages	20-118-1	135,000	0		0		0
Other Expenses	20-118-2	3,000	0		0		0
PAYROLL	20-119						
Salaries & Wages	20-119-1	245,000	0		0		0
Other Expenses	20-119-2	5,220	0		0		0
Total Human Resources		914,885					

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SHEET 12B

(8.) GENERAL APPROPRIATIONS			Appropriated		Expended CY 2013	
(A.) OPERATIONS within "CAPS"						
DEPARTMENT - ADMINISTRATION						
ADMINISTRATOR'S OFFICE						
250 - Salaries & Wages	20-100-1	1,785,845	1,558,105		1,558,105	9,454
251 - Other Expenses	20-100-2	78,300	87,000		86,648	27,548
MANAGEMENT & BUDGET						
255 - Salaries & Wages	20-101-1	440,376	508,619		508,620	103,750
256 - Other Expenses	20-101-2	231,000	315,700		315,700	99,264
PURCHASING & CENTRAL SERVICES						
260 - Salaries & Wages	20-102-1	654,077	656,000		656,000	12,045
261 - Other Expenses	20-102-2	98,400	46,750		47,947	23
REAL ESTATE						
272 - Salaries & Wages	20-103-1	174,060	167,011		172,011	232
273 - Other Expenses	20-103-2	12,600	10,600		10,600	1,190

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SHEET 13

Expended CY 2013

Reserved

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(A.) OPERATIONS within "CAPS"	FCCA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved
RISK MANAGEMENT	20-109						
294 - Salaries & Wages	20-109-1	239,338	241,270		241,270	238,781	2,489
295 - Other Expenses	20-109-2	3,025	4,525		4,525	2,656	1,869
INFORMATION TECHNOLOGY	20-140						
298 - Salaries & Wages	20-140-1	952,504	950,600		950,600	893,068	57,532
299 - Other Expenses	20-140-2	1,101,000	1,080,000		980,000	938,172	41,828
MUNICIPAL COURT	43-490						
2280 - Salaries & Wages	43-490-1	3,415,946	3,586,202		3,436,202	3,393,019	43,183
2281 - Other Expenses	43-490-2	196,250	204,850		204,850	155,890	48,960
PUBLIC DEFENDER	43-495						
A282 - Salaries & Wages	43-495-1	57,500	86,000		86,000	52,199	33,801
A283 - Other Expenses	43-495-2	264,400	257,400		257,400	226,000	31,400
COLLECTIONS							
310 - Salaries & Wages	20-145	895,778	847,000		911,000	889,135	21,865
311 - Other Expenses	20-145	198,700	211,850		211,850	99,741	112,109
ARCHITECTURE & ENGINEERING							
253 - Salaries & Wages	26-114	700,000	0			0	
254 - Other Expenses	26-114	1,686,565	0			0	

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(B) GENERAL APPROPRIATIONS		Expended CY 2013					
(A) OPERATIONS within "CAPS"	FCOA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved
ACCOUNTS & CONTROL							
330 - Salaries & Wages	20-134	555,156	486,212		486,212	472,096	14,116
331 - Other Expenses	20-134	5,200	5,100		5,100	4,980	120
TREASURY & DEBT MANAGEMENT							
320 - Salaries & Wages	20-131	283,506	285,417		285,917	284,324	1,593
321 - Other Expenses	20-131	5,600	5,650		5,650	3,937	1,713
PAYROLL							
325 - Salaries & Wages	20-133	0	411,432		331,545	330,456	1,089
Other Expenses	20-133	0	9,400		2,870	2,866	4
PENSION							
326 - Salaries & Wages	20-136	0	176,540		137,955	137,953	2
- Other Expenses	20-136	0	9,750		2,650	2,646	4
HUMAN RESOURCES							
326 - Salaries & Wages	20-108	508,267	0		241,988	241,881	107
- Other Expenses	20-108	66,935	0		90,275	29,481	60,794
TOTAL-DEPARTMENT OF ADMINISTRATION		15,543,981	14,262,631		14,035,730	13,234,623	801,107

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SHEET 15

(8.) GENERAL APPROPRIATIONS		Appropriated		Expended CY 2013			
(A) OPERATIONS within "CAPS"	FCOA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved
DEPARTMENT OF PUBLIC WORKS							
DIRECTOR'S OFFICE	26-290						
400 - Salaries & Wages	26-290-1	916,486	570,000		576,100	561,825	14,275
401 - Other Expenses	26-290-2	197,500	65,600		65,600	51,486	14,114
ARCHITECTURE	26-112						
253 - Salaries & Wages	26-112-1	0	399,711		325,530	325,529	1
254 - Other Expenses	26-112-2	0	27,200		10,700	10,692	8
PARK MAINTENANCE	28-375						
408 - Salaries & Wages	28-375-1	2,562,554	2,050,203		2,110,203	2,106,526	3,677
409 - Other Expenses	28-375-2	1,017,100	849,400		699,400	595,471	103,929
ENGINEERING	26-113						
257 - Salaries & Wages	26-113-1	0	1,695,790		1,265,000	1,259,370	5,630
258 - Other Expenses	26-113-2	0	1,664,700		1,015,000	847,669	167,331
BUILDING & STREET MAINTENANCE	26-291						
412 - Salaries & Wages	26-291-1	2,417,487	2,075,332		2,235,332	2,176,575	58,757
413 - Other Expenses	26-291-2	1,746,500	1,504,600		1,604,600	1,562,883	41,717

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SHEET 15B

(8) GENERAL APPROPRIATIONS		Expended CY 2013					
(A) OPERATIONS within "CAPS"	FCOA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved
AUTOMOTIVE SERVICES	26-315						
415 - Salaries & Wages	26-315-1	1,143,029	834,457		934,457	885,865	48,592
416 - Other Expenses	26-315-2	3,069,500	2,966,120		2,766,120	2,719,657	46,463
ARCHITECTURE & ENGINEERING							
253 - Salaries & Wages	26-114	1,376,900	0		504,971	464,357	40,614
254 - Other Expenses	26-114	51,936	0		466,200	252,207	213,993
TOTAL DEPARTMENT OF PUBLIC WORKS		14,498,991	14,703,113		14,579,213	13,820,112	759,101
DEPARTMENT OF RECREATION							
DIRECTOR'S OFFICE	28-370						
456 - Salaries & Wages	28-370-1	3,178,963	2,590,000		2,683,000	2,637,568	45,432
456 - Other Expenses	28-370-2	630,200	445,800		465,800	436,071	29,729
TOTAL DEPARTMENT OF RECREATION		3,809,163	3,035,800		3,148,800	3,073,639	75,161
DEPARTMENT - HEALTH & HUMAN SERVICES							
DIRECTOR'S OFFICE	27-330						
500 - Salaries & Wages	27-330-1	744,111	653,068		776,068	734,831	41,237
501 - Other Expenses	27-330-2	133,517	4,450		4,450	3,933	517

(8) GENERAL APPROPRIATIONS		Appropriated		Expended CY 2013			
(A) OPERATIONS within "CAPS"	FCOA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved
HEALTH	27-331						
510 - Salaries & Wages	27-331-1	2,243,624	1,938,372		2,108,372	2,099,428	8,944
511 - Other Expenses	27-331-2	661,640	621,600		621,600	612,783	8,817
CULTURAL AFFAIRS	27-332						
512 - Salaries & Wages	27-332-1	0	519,952		406,550	403,110	3,440
513 - Other Expenses	27-332-2	0	171,500		112,500	110,530	1,970
CLINICAL SERVICES	27-333						
515 - Salaries & Wages	27-333-1	310,025	290,540		290,540	286,126	4,414
516 - Other Expenses	27-333-2	78,615	62,770		62,770	52,966	9,804
AIDS EDUCATION PROGRAM	27-334						
581 - Other Expenses	27-334-2	4,000	20,000		20,000	19,070	930
SENIOR CITIZEN AFFAIRS							
511 - Salaries & Wages	27-335	0	388,039		267,760	267,359	401
Other Expenses	27-335	0	113,900		43,000	42,870	130
TOTAL - HEALTH & HUMAN SERVICES		4,165,532	4,784,191		4,713,610	4,633,006	80,604
DEPARTMENT OF PUBLIC SAFETY							
601- FIRE OE O.S.H.A. (PL 1983,c 516)	25-267-2	350,000	350,000		350,000	350,000	0
UNIFORM FIRE SAFETY ACT (PL83,c 383)	25-266						
602 - Salaries & Wages	25-266-1	250,000	250,000		250,000	250,000	0
603 - Other Expenses	25-266-2		0		0	0	0
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SHEET 15D

(8.) GENERAL APPROPRIATIONS		Appropriated		Expended CY 2013			
(A.) OPERATIONS within "CAPS"	FCOA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved
FIRE	25-265						
605 - Salaries & Wages	25-265-1	64,456,804	63,119,902		61,791,682	60,776,936	1,014,746
606 - Other Expenses	25-265-2	1,450,200	1,505,300		1,405,300	1,243,222	162,078
POLICE	25-240						
650 - Salaries & Wages	25-240-1	100,820,578	97,900,000		98,100,000	97,052,249	1,047,751
651 - Other Expenses	25-240-2	3,412,922	2,788,737		2,788,737	2,643,290	145,447
OFFICE OF DIRECTOR	25-240						
650 - Salaries & Wages	25-270-1	1,042,077				0	
651 - Other Expenses	25-270-2	35,000				0	
TOTAL - DEPARTMENT OF PUBLIC SAFETY		171,817,581	165,913,939	0	164,685,719	162,315,697	2,370,022
HOUSING, ECON. DEV. & COMMERCE							
DIRECTOR'S OFFICE	20-170						
700 - Salaries & Wages	20-170-1	447,841	523,593		523,593	485,184	38,409
701 - Other Expenses	20-170-2	24,550	31,800		31,800	11,918	19,882

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SHEET 15E

(8.)GENERAL APPROPRIATIONS		Appropriated		Expended CY 2013			
(A.) OPERATIONS within "CAPS"	FCOA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved
Uniform Construction Code - Appropriations Offset by Dedicated Revenues (N.J.A.C. 5:23-4.17)		xxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxx
		xxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxxxx
CONSTRUCTION CODE OFFICIAL	22-195						
702 - Salaries & Wages	22-195-1	1,854,448	1,915,860		1,974,860	1,843,634	131,226
703 - Other Expenses	22-195-2	79,288	117,500		117,500	70,708	46,792
TENANT/LANDLORD RELATIONS	22-196						
712 - Salaries & Wages	22-196-1	244,792	234,000		240,200	240,059	141
713 - Other Expenses	22-196-2	18,800	20,200		20,200	10,520	9,680
COMMUNITY DEVELOPMENT	27-360						
715 - Other Expenses	27-360-2	3,000	4,250		4,250	2,117	2,133
COMMERCE	22-197						
718 - Salaries & Wages	22-197-1	574,205	616,244		616,244	571,446	44,798
719 - Other Expenses	22-197-2	18,436	25,800		25,800	15,393	10,407
ECONOMIC DEVELOPMENT	22-171						
720 - Salaries & Wages	22-171-1	206,328	206,628		206,628	194,902	11,726
721 - Other Expenses	22-171-2	6,500	6,500		6,500	6,048	452
CITY PLANNING	21-180						
722 - Salaries & Wages	21-180-1	835,389	855,733		775,733	772,667	3,066
723 - Other Expenses	21-180-2	10,500	9,000		9,000	8,800	200

[illegible]

(8.) GENERAL APPROPRIATIONS		Appropriated		Expended CY 2013			
(A) OPERATIONS within "CAPS"	FCOA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved
UNCLASSIFIED (CONTINUED)	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
883 - ELECTRICITY	31-430-2	3,250,000	3,400,000		3,400,000	3,107,994	292,006
885 - STREET LIGHTING	31-431-2	3,400,000	3,400,000		3,144,440	2,700,000	444,440
886 - MUNICIPAL RENT	31-432-2	2,720,000	2,520,000		2,520,000	2,020,670	499,330
888 - GASOLINE	31-434-2	1,600,000	1,600,000		1,600,000	1,535,973	64,027
889 - COMMUNICATIONS	31-435-2	1,524,000	1,545,000		1,545,000	1,330,592	214,408
887 - OFFICE SERVICES	31-433-2	2,188,500	1,377,000		1,377,000	1,155,510	221,490
970 - SALARY ADJUSTMENT	30-414-2	800,000	1,750,000		0	0	0
TOTAL UNCLASSIFIED		132,044,988	131,935,449	0	132,799,949	125,261,086	7,410,990
875 - ACCUMULATED ABSENCES	30-415	0	0	0	0	0	0
TOTAL OPERATIONS within "CAPS"	32315-00	358,206,453	348,406,987		348,079,488	336,052,330	12,027,158
(B.) CONTINGENT	35-470	50,000	50,000	XXXXXXXXXXXX	50,000	0	50,000
TOTAL OPERATIONS incl. CONTINGENT within "CAPS"	30001-00	358,256,453	348,456,987	0	348,129,488	336,052,330	12,077,158
DETAIL:							
SALARIES & WAGES	30001-11	206,898,588	198,450,286		198,097,867	195,069,283	3,028,584
OTHER EXPENSES (incl. Contingent)	30001-99	151,357,865	150,006,701	0	150,031,621	140,983,047	9,048,574

(8) GENERAL APPROPRIATIONS		Appropriated				Expended CY 2013	
(E) DEFERRED CHARGES & STATUTORY EXPENDITURES within "CAPS"	FCOA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved
(1.) DEFERRED CHARGES:	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
EMERGENCY AUTHORIZATIONS	46-870			XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
Special Emergency Authorizations 5 Years (40A:4-55)				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
Special Emergency Authorizations 3 Years (40A:4-55, 1)(40A:4-55, 13)				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
Overexpended Grant Reserves				XXXXXXXXXXXXXXXXXXXX		0	XXXXXXXXXXXXXXXXXXXX
Overexpenditures	46-890-2			XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
Expenditure without Appropriation	46-891-2			XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
Accumulated Absences		0	7,619,611	XXXXXXXXXXXXXXXXXXXX	7,619,611	7,619,611	XXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
							XXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
923 - PRIOR YEARS BILLS	30-471-2	58,172	1,303	XXXXXXXXXXXXXXXXXXXX	1,303	1,302	1
							XXXXXXXXXXXXXXXXXXXX
SUBTOTAL - DEFERRED CHARGES		58,172	7,620,914	XXXXXXXXXXXXXXXXXXXX	7,620,914	7,620,913	XXXXXXXXXXXXXXXXXXXX

(8) GENERAL APPROPRIATIONS		Appropriated			Expended CY 2013		
(E) DEFERRED CHARGES & STATUTORY EXPENDITURES within "CAPS"	FCOA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved
(2.) STATUTORY EXPENDITURES:		XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
928- Social Security System (O.A.S.I.)	36-473-2	4,200,000	3,850,000		4,175,000	4,140,845	34,155
929 - Consol. Police/Fire Pension	36-474-2	44,462	167,303		167,303	107,171	60,132
Police/Fire Retirement System NJ	36-488	33,941,159	34,982,452		34,982,452	34,982,452	0
926- Mun. Employees Pension Fund	36-478	8,750,558	8,413,998		8,413,998	8,413,998	0
931 - Employees Non-Contributory Pension (NJS4388-7)	36-475-2	220,800	225,000		225,000	223,244	1,756
932 - Pensioned Employees	36-476-2	69,600	72,000		72,000	69,394	2,606
933 - Payments To Widows & Dependents Deceased Public Safety Members(NJ40:11.43:86)	36-477-2	720	720		720	719	1
935 - UNEMPLOYMENT COMP. INSURANCE N.J.S. 43:31 et seq	23-225-2	500,000	650,000		650,000	650,000	0
Public Employees' Retirement System (PERS)	36-472-2	2,157,151	2,483,300		2,483,300	2,473,583	9,717
PERS - Defined Contribution Retirement Plan	36-480	53,000	10,000		12,500	9,351	3,149
SUBTOTAL STATUTORY EXPENDITURES		48,937,450	50,854,773		51,182,273	51,070,757	111,516
TOTAL DEFERRED CHARGES & STATUTORY EXPENDITURES - MUNICIPAL within CAPS	30004-00	49,996,622	58,475,687	0	58,803,187	58,691,670	111,517
(G.) CASH DEFICIT OF PRECEEDING YEAR	46-885-02						
(H-1) TOTAL GENERAL APPROPRIATIONS WITHIN "CAPS"	30005-00	408,252,075	406,932,674	0	406,932,675	394,744,000	12,188,675

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(8) GENERAL APPROPRIATIONS		Appropriated		CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Expended CY 2013	
(A) OPERATIONS-EXCLUDED "CAPS"	FCOA	* CY 2014 *	* CY 2013 *			Paid or Charged	Reserved
2228 - JC PARKING AUTHORITY	42,400	1,078,683	1,078,683		1,078,683	1,078,683	0
2287-MAINTENANCE - FREE PUBLIC LIBRARY (PL 1985,c 82)	29,390	8,075,000	7,900,000		7,900,000	7,852,637	47,363
Employee Group Health Insurance	23,221		0		0		0
POLICE/FIRE RETIREMENT SYS. NU	36,487		0	0	0	0	0
Public Employees' Retire.Sys. (PERS)	36,470		0	0	0	0	0
Reserve for Tax Appeals	46-886-2	400,000	400,000		400,000	400,000	XXXXXXXXXX
Tax Overpayments	46-885	1,500,000	1,385,000	0	1,385,000	1,357,478	27,522
						0	
						0	
SUBTOTAL OTHER OPERATIONS EXCLUDED FROM "CAP"		11,053,683	10,763,683	0	10,763,683	10,688,798	74,885

(8.) GENERAL APPROPRIATIONS		Appropriated			Expended CY 2013		
(A.) OPERATIONS-EXCLUDED "CAPS"	FCOA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved
UNIFORM CONSTRUCTION CODE INCREASED FEE REVENUES (NJAC 5.23-4.17)	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
TOTAL - INCREASED CONSTRUCTION CODE FEES	XXXXXXXXXX	0	0	0	0	0	0

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(8.)GENERAL APPROPRIATIONS		Appropriated			Expended CY 2013		
(A.) OPERATIONS-EXCLUDED "CAPS"	FCOA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved
INTERLOCAL MUNICIPAL SERVICE AGREEMENTS	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
TOTAL - INTERLOCAL SERVICE AGREEMENTS		0	0	0	0	0	0

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(8) GENERAL APPROPRIATIONS		Appropriated		Expended CY 2013			
(A) OPERATIONS-EXCLUDED "CAPS"	FCOA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved
ADDITIONAL APPROPRIATIONS OFFSET BY REVENUES (N.J.S. 40A:4-45.3h)	XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX
		0	0		0	0	
		0	0		0	0	
		0	0		0	0	
TOTAL - ADDITIONAL APPROPRIATIONS		0	0	0	0	0	0

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(8) GENERAL APPROPRIATIONS		Appropriated		Expended CY 2013			
(A) OPERATIONS-EXCLUDED "CAPS"	FCOA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved
PUBLIC & PRIVATE PROGRAMS OFFSET BY REVENUES (NJS 40A:4-43.3n)	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Ben Roethlisberger	41-350		10,000		10,000	10,000	0
Summer Food Service	41-114		607,778		607,778	607,778	0
Women, Infant & Children (W.I.C.)	41-158		1,632,000		1,632,000	1,632,000	0
Child Health - PORSCHE	41-019		195,000		195,000	195,000	0
Local Safety/McGinley	41-351		366,775		366,775	366,775	0
Petsmart Charities	41-322	99,990	0		0	0	0
Sexually Transmitted Disease Control	41-112		72,183		72,183	72,183	0
Mun.Alliance-Drug & Alcohol Abuse	41-056	413,134	291,511		291,511	291,511	0
HCOS -Peter Stuyvesant	41-352	4,939	25,000		25,000	25,000	0
UEZ - JOEPT Re-Entry Program	41-319		501,725		501,725	501,725	0
UEZ - Second Chance Maintenance Program	41-320	310,000	482,625		482,625	482,625	0
CLPP (Porsche)	41-019	22,000	0		0	0	0
PANYNJ Homeland Security	41-353		612,620		612,620	612,620	0
PANYNJ Port Security	41-354		41,250		41,250	41,250	0
Port Security Grant	41-355		234,200		234,200	234,200	0
Superbowl Crackdown	41-403	4,000					0
Neighborhood Stabilization Program	41-356		625,000		625,000	625,000	0
Town Hall Meeting	41-325	500	0		0	0	0

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SHEET 24

(8.) GENERAL APPROPRIATIONS		Appropriated						Expended CY 2013	
(A.) OPERATIONS-EXCLUDED "CAPS"	FCOA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved		
PUBLIC & PRIVATE PROGRAMS OFFSET BY REVENUES (NJS 40A-4-43.3b)	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX		
Community Service Block Grant	41-015	877,334	870,054		870,054	870,054	0		
Local Safety Program	41-330		615,287		615,287	615,287	0		
Senior Nutrition	41-113	1,491,659	1,456,176		1,456,176	1,456,176	0		
Metro Medical Response System	41-074		281,693		281,693	281,693	0		
Safe Routes To School #4	41-357		300,000		300,000	300,000	0		
Hazard Materials Emergency Plan	41-359		42,300		42,300	42,300	0		
Body Armor Replacement	41-004		89,206		89,206	89,206	0		
Harborside Industrial Drive	41-329		0		0	0	0		
First Street Park	41-361		295,000		295,000	295,000	0		
Bullet Proof Vest Partnership Program	41-289		0		0	0	0		
Reservoir 3 Stabilization	41-363		50,000		50,000	50,000	0		
UASI JC Gold Coast	41-364		75,000		75,000	75,000	0		
Bufferzone Protection	41-365		259,000		259,000	259,000	0		
Learn to Swim	41-831		0		0	0	0		
Homeland Security And Prep Grant	41-240		0		0	0	0		
Cops in Shops (2013)		191	0		0	0	0		
JC Signalization Improvements	41-366		792,000		792,000	792,000	0		
Banfield Grant	41-367		10,000		10,000	10,000	0		

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SHEET 24A

(A.) OPERATIONS-EXCLUDED "CAPS" PUBLIC & PRIVATE PROGRAMS OFFSET BY REVENUES (NJS 40A:4-43.3b)	FCOA	Appropriated					Expended CY 2013	
		* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved	
UEZ India Arches	XXXXXXXXXX	200,000	0	XXXXXXXXXX	XXXXXXXXXX	0	XXXXXXXXXX	0
NYNJ Snowflake Donation	XXXXXXXXXX	180,000	0	XXXXXXXXXX	XXXXXXXXXX	0	XXXXXXXXXX	0
Isa Sedarsk Donation	XXXXXXXXXX	3,000	0	XXXXXXXXXX	XXXXXXXXXX	0	XXXXXXXXXX	0
Share Our Strength	XXXXXXXXXX	20,000	0	XXXXXXXXXX	XXXXXXXXXX	0	XXXXXXXXXX	0
Recycling Tonnage (2011)	41-239	122,179	278,748	XXXXXXXXXX	278,748	278,748	XXXXXXXXXX	0
Target Grant	XXXXXXXXXX	500	0	XXXXXXXXXX	0	0	XXXXXXXXXX	0
Senior Farmer's Market	41-215	XXXXXXXXXX	1,750	XXXXXXXXXX	1,750	1,750	XXXXXXXXXX	0
Historic Downtown SID	41-047	XXXXXXXXXX	0	XXXXXXXXXX	0	0	XXXXXXXXXX	0
JC Soccer Association	XXXXXXXXXX	5,030	0	XXXXXXXXXX	0	0	XXXXXXXXXX	0
FEMA Safer Grant	41-304	6,868,000	0	XXXXXXXXXX	0	0	XXXXXXXXXX	0
FEMA/AFG - Personal Protection Equip	41-332	XXXXXXXXXX	0	XXXXXXXXXX	0	0	XXXXXXXXXX	0
Journal Square SID	41-142	XXXXXXXXXX	0	XXXXXXXXXX	0	0	XXXXXXXXXX	0
Clean Communities	41-336	328,191	349,580	XXXXXXXXXX	349,580	349,580	XXXXXXXXXX	0
JTPA	41-058	4,187,710	7,351,489	XXXXXXXXXX	7,351,489	7,351,489	XXXXXXXXXX	0
UEZ - Main Street	41-129	XXXXXXXXXX	0	XXXXXXXXXX	0	0	XXXXXXXXXX	0
TDR Planning Assistance	41-360	XXXXXXXXXX	40,000	XXXXXXXXXX	40,000	40,000	XXXXXXXXXX	0
Edward Byrne Grant (JAG)	41-340	198,505	203,864	XXXXXXXXXX	203,864	203,864	XXXXXXXXXX	0
HCOS - Reservoir #3	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	0	XXXXXXXXXX	0

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(8.) GENERAL APPROPRIATIONS			Appropriated		Expended CY 2013		
(A.) OPERATIONS-EXCLUDED "CAPS"	FCOA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved
PUBLIC & PRIVATE PROGRAMS OFFSET BY REVENUES (NJS 40A:4-4.3.b)	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
HCOS - Friends of Loews	41-294		535,841		535,841	535,841	0
NJ DOT MAP Various Sts	41-312		0		0	0	0
ASPCA	41-326		10,000		10,000	10,000	0
Comprehen Traffic	41-362		27,900		27,900	27,900	0
PANYNJ Port Security	41-345		466,667		466,667	466,667	0
Senior Info and Assist/Pandemic Flu Prep	41-203		65,000		65,000	65,000	0
FY2013 Municipal Aid Program	41-263	1,073,590	1,077,190		1,077,190	1,077,190	0
ATP - Two Traffic Signals	41-297		500,000		500,000	500,000	0
ATP - Dead End Streets II	41-298		220,000		220,000	220,000	0
ATP - Traffic Striping & Markings	41-368		200,000		200,000	200,000	0
ATP - Destination Jersey City Ph 3	41-369		100,000		100,000	100,000	0
Cops in Shops		3,439	3,248		3,248	3,248	0
Cops Hiring Grant			1,875,000		1,875,000	1,875,000	0
Asst to Firefighters	41-370		800,000		800,000	800,000	0
CJUDP Underage Drinking Enforcement	41-198		0		0	0	0
Urban Areas Security Initiative - Fire	41-172		1,661,092		1,661,092	1,661,092	0
Drunk Driving Enforcement Fund	41-086	10,786	9,715		9,715	9,715	0

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SHEET 24C

(3) GENERAL APPROPRIATIONS		Appropriated		Expended CY 2013			
(A) OPERATIONS-EXCLUDED "CAPS"	FCOA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved
PUBLIC & PRIVATE PROGRAMS OFFSET BY REVENUES (NJS 40A:4-43.3n)	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
CSBG - Special Initiative	41-291		0		0	0	0
Subregional Transportation Planning	41-123		71,976		71,976	71,976	0
Peer Grouping Grant	41-261		40,000		40,000	40,000	0
PSE&G Tree Study	41-371		45,000		45,000	45,000	0
Safe & Secure Communities	41-341		0		0	0	0
NJ DOT Newark Ave Ph 4	41-313		0		0	0	0
NJ DOT Summit Ave 3 Int	41-314		0		0	0	0
Clean Communities Forestry		6,000	0		0	0	0
Senior Farmers Market	41-343		0		0	0	0
PANYNJ Port Security	41-344		0		0	0	0
Summer Works Initiative		190,000	0		0	0	0
Highway Traffic Safety	41-347		0		0	0	0
Matching Funds For Grants	41-899	50,000	36,605		35,605	0	35,605
TOTAL - PUBLIC & PRIVATE PROGRAMS	40,41,19	16,670,677	26,804,048	0	26,803,048	26,767,443	35,605
TOTAL OPERATIONS-EXCLUDED "CAPS"	60023-00	27,724,360	37,567,731	0	37,566,731	37,456,241	110,490
DETAIL:							
Salaries & Wages	60023-11	0	0	0	0	0	0
Other Expenses	60023-99	27,724,360	37,567,731	0	37,566,731	37,456,241	110,490

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(8) GENERAL APPROPRIATIONS		Appropriated		CY 2013 By Emerg. Approp.		Total CY 2013 Modified By Trans.		Expended CY 2013	
(C) CAPITAL IMPROVEMENTS EXCLUDED FROM "CAPS"	FCOA	* CY 2014 *	* CY 2013 *					Paid or Charged	Reserved
DOWN PAYMENTS on IMPROVEMENTS	44-902-2								0
CAPITAL IMPROVEMENT FUND	44-920	1,000,000	400,000			400,000		400,000	0
Acquisition, Remediation of Public Property	44-901		200,000			200,000		200,000	0
Public & Private programs Offset by Revenues	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX				XXXXXXXXXXXXXXXXXXXX
	41-800							0	0
	41-800							0	0
	41-800							0	0
	41-800							0	0
	41-800							0	0
	41-800							0	0
	41-800							0	0
	41-800							0	0
	41-800							0	0
	41-800							0	0
	41-800							0	0
	41-800							0	0
	41-800							0	0
	41-800							0	0
	41-800							0	0
	41-800							0	0
	41-800							0	0
	41-800							0	0
TOTAL CAPITAL IMPROVEMENTS FROM "CAPS"	600002-77	1,000,000	600,000	0		600,000		600,000	0

(3.) GENERAL APPROPRIATIONS		Appropriated						Expended CY 2013	
(D.) MUNICIPAL DEBT SERVICE EXCLUDED FROM "CAPS"	FCOA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved		
900 MATURING SERIAL BONDS - GEN. QUAL.	45-900	6,454,000	6,191,000		6,191,000	6,191,000	0	0	
902 MATURING SERIAL BONDS- GEN. REFUNDING	45-901	18,050,000	17,645,000		17,645,000	17,645,000	0	0	
964 FIRE PENSION REF. BONDS - INTEREST	45-918	942,980	947,013		947,013	947,013	0	0	
965 POLICE PENSION REF. BONDS - INTEREST	45-919	1,328,310	1,369,515		1,369,515	1,369,515	0	0	
906 INTEREST ON BONDS-GENERAL QUAL.	45-902	4,711,851	4,983,592		4,983,592	4,983,592	0	0	
907 INTEREST ON BONDS-GEN.REFUNDING	45-903	10,066,571	11,210,957		11,210,957	11,210,957	0	0	
908 INTEREST ON NOTES - GEN. & REFUNDING	45-904	1,118,368	884,515		884,515	884,515	0	0	
GREEN TRUST - MONTGOMERY GATEWAY	45-925	3,110	3,110		3,110	3,110	0	0	
936 BOND ANTICIPATION NOTES - PRINCIPAL	45-906	4,516,195	4,659,195		4,659,195	4,659,195	0	0	
GREEN TRUST MULTI PARKS	45-924	38,243	38,243		38,243	38,243	0	0	
963 DEMOLITION BOND LOAN	45-917						0	0	
WAYNE STREET PARK	45-916	9,021	9,021		9,021	9,021	0	0	
APPLE TREE HOUSE	45-920	14,669	14,669		14,669	14,669	0	0	
ROBERTO CLEMENTE PARK	45-921	17,661	17,661		17,661	17,661	0	0	
SGT. ANTHONY PARK	45-922	9,017	9,017		9,017	9,017	0	0	
MARION PAYONIA POOL	45-923	26,428	26,428		26,428	26,428	0	0	
HCA POOLED LOAN	45-927	403,401	401,600		401,600	401,600	0	0	

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(8) GENERAL APPROPRIATIONS		Appropriated		Expended CY 2013			
(D.) MUNICIPAL DEBT SERVICE EXCLUDED FROM "CAPS"	FCOA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved
GREEN TRUST - BERRY LANE	45-926	8,084	8,084		8,084	8,084	0
MATURING SERIAL BONDS - GEN (BAB) PRIN	45-928	785,000	480,000		480,000	480,000	0
MATURING SERIAL BONDS - GEN (BAB) INT	45-929	6,006,959	4,391,723		4,391,723	4,391,723	0
POLICE/FIRE PEN REFUND BONDS -PRINCIPAL		980,000	780,000		780,000	780,000	0
							0
SUBTOTAL MUN DEBT SVC-GEN EXL FROM CAP		55,489,868	54,070,343	0	54,070,343	54,070,343	0
							0
WATER DEBT							0
951 MATURING SERIAL BONDS - GEN. QUAL	45-909	330,000	315,000		315,000	315,000	0
952 MATURING SERIAL BONDS - REFUNDING	45-910	2,925,000	3,555,000		3,555,000	3,555,000	0
956 INTEREST ON NOTES	45-935-2						
957 INTEREST ON BONDS - REFUNDING	45-913	977,525	1,243,227		1,243,227	1,243,227	0
959 INTEREST ON BONDS - QUALIFIED	45-914	128,775	141,769		141,769	141,769	0
SUBTOTAL MUNICIPAL DEBT - WATER		4,361,300	5,254,996	0	5,254,996	5,254,996	0
TOTAL MUNICIPAL DEBT SERVICE							
EXCLUDED FROM "CAPS"	60003-00	59,851,168	59,325,339	0	59,325,339	59,325,339	0

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(E.) DEFERRED CHARGES-MUNICIPAL EXCLUDED FROM "CAPS"	FCOA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved
(1.) DEFERRED CHARGES:	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
EMERGENCY AUTHORIZATIONS				XXXXXXXXXXXX			XXXXXXXXXXXX
Emergency Authorization:	46-870-2	6,290,000	4,390,000	0	4,390,000	4,390,000	XXXXXXXXXXXX
Hurricane Sandy Expenditures (FEEMA)	46-871-2-	1,193,000	1,193,000		1,193,000	1,193,000	XXXXXXXXXXXX
5 YEAR EMERGENCY AUTH. - Master Plan	46-875-2			XXXXXXXXXXXX		0	XXXXXXXXXXXX
3 YEAR EMERGENCY AUTH.	46-873-2			XXXXXXXXXXXX			XXXXXXXXXXXX
(E.) DEFERRED CHARGES-MUNICIPAL				XXXXXXXXXXXX			XXXXXXXXXXXX
EXCLUDED FROM "CAPS"	60024-00	7,483,000	5,583,000	XXXXXXXXXXXX	5,583,000	5,583,000	XXXXXXXXXXXX
				XXXXXXXXXXXX			XXXXXXXXXXXX
(F) Judgments	37-480-2	0	0		0	0	0
(N) TRANSFERRED - BOARD of EDUCATION FOR USE of LOCAL SCHOOLS(N)SA 40-48-17.1 & 17.3)	29-405-2			XXXXXXXXXXXX			XXXXXXXXXXXX
(G.) CASH DEFICIT-PRECEEDING YEAR	46-885-2			XXXXXXXXXXXX			XXXXXXXXXXXX
(H-2) TOTAL GENERAL APPROPRIATIONS EXCLUDED FROM "CAPS"	60025-00	96,056,528	103,076,070	0	103,075,070	102,964,580	110,490

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[illegible]

(8) GENERAL APPROPRIATIONS		Appropriated		Expended CY 2013			
LOCAL DISTRICT SCHOOL PURPOSES EXCLUDED FROM "CAPS"	FCOA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved
(J)Deferred Charges & Statutory Expenditures Local School	XXXXXXXXXX XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX
Emergency Authorization-Schools	29,406-2						XXXXXXXXXXXXXX
Capital Project for Land, Bldg, Equip.(NJS 18A:22-2)	29,407-2						XXXXXXXXXXXXXX
Total - Deferred Charges & Statutory Expenditures Local Schools Excluded from "CAPS"	60007-00	0	0	0	0	0	XXXXXXXXXXXXXX
(K)TOTAL-Local District School Purposes [Item(1) & 9J] Excluded "CAPS"	60008-00	10,483,807	12,190,025	0	12,190,025	4,835,544	XXXXXXXXXXXXXX XXXXXXXXXXXXXX
							XXXXXXXXXXXXXX
							XXXXXXXXXXXXXX
(O) TOTAL GENERAL APPROPRIATIONS EXCLUDED FROM "CAPS"	60010-00	106,542,335	115,266,095	0	115,266,095	107,800,124	110,490
(L) SUBTOTAL GENERAL APPROPRIATIONS [Items (H1) & (O)]	3000-00	514,794,410	522,198,769	0	522,197,770	502,544,124	12,299,165
(M) RESERVE FOR UNCOLLECTED TAXES	50-899	1,846,737	1,528,223	XXXXXXXXXXXXXXXXXXXX	1,528,223	1,528,223	0
		XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXX
		XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXX
9. TOTAL GENERAL APPROPRIATIONS	30,000	516,641,147	523,726,992	0	523,725,993	504,072,347	12,299,165

SHEET 29A

(8.) GENERAL APPROPRIATIONS		Appropriated		Expended CY 2013				
SUMMARY OF APPROPRIATIONS		FCOA	* CY 2014 *	* CY 2013 *	CY 2013 By Emerg. Approp.	Total CY 2013 Modified By Trans.	Paid or Charged	Reserved
(A) OPERATIONS: Within CAPS - Including Contingent (a+b)	30001-00	358,256,453	348,456,987	0	348,129,488	336,052,330	12,077,158	
STATUTORY EXPENDITURES	XXXXXXXXXX	49,937,450	50,854,773	0	51,182,273	51,070,757	111,516	
Operations Excluded from CAPS (a)	XXXXXXXXXXXX		XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	
Other Operations	XXXXXXXXXXXX	11,053,683	10,763,683	0	10,763,683	10,688,798	74,885	
Uniform Construction Code Increased Fees	XXXXXXXXXXXX	0	0	0	0	0	0	
Interlocal Municipal Service Agreements	XXXXXXXXXXXX	0	0	0	0	0	0	
Additional Appropriations Offset by New Revenues	XXXXXXXXXXXX	0	0	-	0	0	0	
Public & Private Revenues Offset by Appropriations	XXXXXXXXXXXX	16,670,677	26,804,048	0	26,803,048	26,767,443	35,605	
OPERATIONS - Excluded from CAPS	60023-00	27,724,360	37,567,731	0	37,566,731	37,456,241	110,490	
(C) CAPITAL IMPROVEMENTS	60002-77	1,000,000	600,000	0	600,000	600,000	0	
(D) MUNICIPAL DEBT SERVICE	60003-00	59,851,168	59,325,339	0	59,325,339	59,325,339	0	
(E) TOTAL DEFERRED CHARGES	XXXXXXXXXXXX	7,541,172	13,203,914	0	13,203,914	13,203,913	0	
(F) JUDGMENTS	37-480-2	0	0	0	0	0	0	
(G) CASH DEFICIT	46-885-2	0	0	0	0	0	0	
(K) LOCAL SCHOOL DISTRICT PURPOSES	60008-00	10,483,807	12,190,025	0	12,190,025	12,190,025	0	
(N) TRANSFERRED TO BOARD OF EDUCATION	29-405-2	0	0	0	0	0	0	
(M) RESERVE FOR UNCOLLECTED TAXES	50-899	1,846,737	1,528,223	0	1,528,223	1,528,223	0	
TOTAL GENERAL APPROPRIATIONS	30000-00	516,641,147	523,726,992	0	523,725,993	511,426,828	12,299,164	

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Sheets 31 - 37

Not Applicable

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SHEET 30

Sheets 31 -37

Not Applicable

DEDICATED ASSESSMENT BUDGET _____ UTILITY

14. DEDICATED REVENUES FROM	Anticipated		Realized in Cash in CY 2013
	CY2014	CY2013	
Assessment Cash	0	0	0
	0	0	0
Deficit (_____ Utility Budget)	0	0	0
Total _____ Utility Budget Assessment Revenues	0	0	0
15. APPROPRIATIONS FOR ASSESSMENT DEBT	Appropriated		Expended CY 2013 Paid or Charged
	CY2014	CY2013	
Payment of Bond Principal			
Payment of Bond Anticipation Notes			
Total			

Dedicated by Rider - (N.J.S. 40A:4-39) "The dedicated revenues anticipated during the Calendar Year 2013 from Animal Control, State or Federal Aid for Maintenance of Libraries, Bequest, Escheat; Construction Code Fees Due Hackensack Meadows Development Commission; Outside Employment of Off-Duty Municipal Police Officers; Unemployment Compensation Insurance; Reimbursement of Sale of Gasoline to State Automobiles; State Training Fees - Uniform Construction Code Act; Older Americans Act - Program Contributions; Municipal Alliance on Alcoholism and Drug Abuse - Program Income; Housing and Community Development Act of 1974; Parking Offenses Adjudication Act (P.L. 1989, C. 137); Disposal of Forfeited Property (P.L. 1986, C135); Municipal Traffic Fines; Donations N.J.S.A. 40A:5-29 Open Space, Public Parks or Recreational Facilities; Operation Lifesaver Program; Tsunami Relief Effort; Outside Employment of Off Duty Officers; Project Lifesaver Self Insurance Programs (N.J.S.A. 40A:10-1 et seq. Joan Moore Art for Kids Memorial Fund N.J.S.A. 40A:5-29; Various Cultural Events Donations N.J.S.A. 40A:5-29; Senior Nutrition Program Donations 40A:5-29; Installation & Maintenance of City Bike Racks; Developer's Escrow; Public Defenders Fund; JCMAP Acceptance of Bequests/Gifts N.J.S.A. 40A:5-29 _____ are hereby anticipated as revenue and are hereby appropriated for the purposes to which said revenue is dedicated statute or other legal requirement."

(Insert additional, appropriate titles in space above when applicable. If resolution for rider has been approved by the Director)

APPENDIX TO BUDGET STATEMENT

CURRENT, STATE AND FEDERAL FUNDS BALANCE SHEET - DECEMBER 31, 2013

COMPARATIVE STATEMENT OF CURRENT FUND OPERATIONS AND CHANGE IN CURRENT SURPLUS

ASSETS

Cash and Investments	1110100	59,273,960
Due from State of NJ (c.20, PL 1981)	1111000	13,000
Federal and State Grants Receivable	1110200	0
Receivables with Offsetting Reserves:	xxxxxxx	xxxxxxxxxxxxxx
Taxes Receivable	1110300	2,768,274
Tax Title Liens Receivable	1110400	326,028
Property Acquired by TTL Liquidation	1110500	1,591,500
Other Receivables	1110600	14,315,381
Prepaid Debt Service		17,619,318
Special Emergency Note		25,617,000
Total Assets	1110900	121,524,471

LIABILITIES, RESERVES & SURPLUS

* Cash Liabilities	2110100	56,335,430
Reserve for Receivables	2110200	23,183,094
Surplus	2110300	42,005,947
Total Liabilities, Reserves, Surplus		121,524,471

School Tax Levy Unpaid	2220100	0
Less: School Tax Deferred	2220200	0
*Balance Included in Cash Liabilities	2220300	0

CY 2013

CY 2012

Surplus Balance, January 1st	2310100	33,530,567	18,137,375
Current Revenue on a Cash Basis:			
Current Taxes	2310200	438,981,957	418,915,067
Percentage Collected	xxxxxxxxx	xxxxxxxxxxxxxx	xxxxxxxxxxxxxx
Delinquent Taxes	2310300	1,144,955	2,110,219
Other Revenue & Additions to Income	2310400	295,811,713	313,465,154
Total Funds	2310500	735,938,625	734,490,440
Expenditures & Tax Requirements:	xxxxxxxxx		
Municipal Appropriations	2310600	523,725,993	517,338,047
School Taxes (Local & Regional)	2310700	107,391,779	105,403,114
County Taxes (Added Included)	2310800	96,345,473	96,689,209
Special District Taxes	2310900	0	0
Other Expenses/Deductions from Income	2311000		0
Total Expenditures, Tax Requirements	2311100	727,463,245	719,430,370
Less: Expenditures for Future Years	2311200	0	0
Total Adjusted Expenditures, Taxes.	2311300	727,463,245	719,430,370
Surplus Balance, December 31st	2311400	42,005,947	33,197,445

Proposed Use of Current Fund Surplus in Current Fiscal Year Budget

Surplus Balance, December 31st	2311500	42,005,947
Current Surplus Anticipated	2311600	16,400,000
Surplus Balance Remaining	2311700	25,605,947

(This appendix must be included in advertisement of budget, if entire document is advertised)

CY 2014
CAPITAL BUDGET AND CAPITAL IMPROVEMENT PROGRAM

This section is included with the Annual Budget pursuant to NJAC 5:30-4. It does not in itself confer any authorization to raise or expend funds. Rather it is a document used as part of the local unit's planning and management program. Specific authorization to expend funds for purposes described in this section must be granted elsewhere, by a separate bond ordinance, by inclusion of a line in the Capital Improvement Section of this budget, by an ordinance taking the money from the Capital Improvement Fund, or other lawful means.

CAPITAL BUDGET

A plan for all capital expenditures for the current fiscal year
If no Capital Budget is included, check the reason why:

___ Total capital expenditures this year do not exceed \$25,000
including appropriations for Capital Improvement Fund,
Capital Line Items & Down Payments on Improvements.

___ No Bond Ordinances are planned this year.

CAPITAL IMPROVEMENT PROGRAM

A multi-year list of planned capital projects, including the current year.
Check appropriate box for number of years covered, including
current year:

___ 3 years. (Population under 10,000)

XXX 6 years. (Over 10,000 and all county governments)

___ years. (Exceeding minimum time period)

___ Check if municipality is under 10,000, has not expended more than
\$25,000 annually for capital purposes in immediate three previous
years, and is not adopting CIP.

Local Unit: City of Jersey City

SHEET 40b
update

Local Unit: City of Jersey City

[illegible]

SECTION 2 - UPON ADOPTION OF BUDGET FOR CALENDAR YEAR 2014
(Only to be included in the budget as finally adopted)

RESOLUTION

Be it Resolved by the **MUNICIPAL COUNCIL** of the **CITY OF JERSEY CITY**, County of **HUDSON**, that the budget herinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

(A) **\$217,414,170**

(B) for municipal purposes, (Item 2 below) and

(C) for school purposes in type 1 school districts only (NJS 18A:9-2) to be raised by taxation, (Item 3 below)

(C) **\$0**

to be added to the certificate of amount to be raised by taxation for local school purposes in type 2 school districts only (Item 4 below), (NJS 18A:9-3) and certification to the County Board of Taxation of the following summary of general revenues and appropriations.

(D) **\$0**

Open space, Recreation, Farmland and Historic Preservation Trust Fund Levy

(E) **\$6,190,185**

Minimum Library Levy (Sheet 38)

RECORDED VOTE

Ayes:

Nays:

Abstained:

Gajewski
Ranchal
Osbourne
Coleman
Waternan
Rivera
Lavarro, President

Boggiano
Yun

Absent:

SUMMARY OF REVENUES

1. General Revenues				XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Surplus Anticipated				08-100	16,413,000
Miscellaneous Revenues Anticipated				13-099	269,997,866
Receipts from Delinquent Taxes				15-499	851,494
2. Amount to be Raised by Taxation for Municipal Purposes (Item 6a, sheet 11)				07-195	217,414,170
3. Amount to be Raised by Taxation for Schools in Type 1 School Districts only (Item 6, sheet 41)				07-191	
NJS 40A:4-14 (Item 6b, sheet 11)				5,774,432	
Total Amount to be Raised by Taxation for Schools in Type 1 School Districts only				07-191	0
4. To be added to the Certificate for Amount to be Raised for Schools in Type 2 School Districts				07-192	6,190,185
5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY LEVY				40000-10	\$516,641,147
TOTAL REVENUES				XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX

SUMMARY OF APPROPRIATIONS

5. General Appropriations	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Within CAPS	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
(a&b) Operations Including Contingent			358,256,453
(e) Deferred Charges and Statutory Expenditures - Municipal			49,995,622
Excluded from CAPS			
(a) Operations - Total Operations Excluded from CAPS			27,724,360
(c) Capital Improvements			1,000,000
(d) Municipal Debt Service			59,851,168
(e) Deferred Charges - Municipal			7,483,000
(f) Judgments			0
(n) Transferred to the Board of Education for Use of Local Schools (NJS 40:48-17.1 & 17.3)			0
(g) Cash Deficit			0
(k) For Local District School Purposes			10,483,807
(m) Reserve for Uncollected Taxes (Include Other Reserves if Any)			1,846,737
6. School Appropriations - Type 1 School Districts Only (NJS 40A:4-13)			
TOTAL APPROPRIATIONS			516,041,147

It is hereby certified that the within budget is as true copy of the budget finally adopted by resolution of the Governing Body on the 23rd day of September 2014. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the CY 2014 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me this 23rd day of September 2014,  City Clerk

MUNICIPAL OPEN SPACE, RECREATION, FARMLAND AND HISTORIC PRESERVATION TRUST FUND

DEDICATED REVENUES FROM TRUST FUND	Anticipated		Realized in Cash, CY12	APPROPRIATIONS	Appropriated		Expended CY12	
	CY2013	CY2012			CY2013	CY2012	Pd/Chgd	Reserved
Amount to be Raised by Taxation				Land Development for Recreation & Conservation	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
NOT APPLICABLE				Salaries & Wages				
				Other Expenses				
				Land Maintenance for Recreation & Conservation	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxxxxxxxx	xxxxxxxxxxxxxxxx
Interest Income				Salaries & Wages				
				Other Expenses				
				Historic Preservation				
Reserve Funds				Salaries & Wages				
				Other Expenses				
				Land Acquisition for Recreation & Conservation				
				Acquisition of Farmland				
				Down Payments-Improvement				
				Debt Service:				
				Bond Principal				
				Bond Anticipation Notes & Capital Notes				
				Interest on Bonds				
				Interest on Notes				
				Reserve for Future Use				
Total Trust Fund Revenues				Total Trust Fund Approps.				

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.619

Agenda No. 10.B

Approved: SEP 23 2014

TITLE:



RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL
Resolution:

offered and moved adoption of the following

WHEREAS, on August 21, 2014 the Tax Assessor filed with the City Clerk of Jersey City a certified copy of the properties upon which is being imposed a special assessment for purposes of the McGinley Square Special Improvement District (the Assessment Roll) pursuant to N.J.S.A. 40:56-65 et seq.; and

WHEREAS, the owners were duly sent a notice of the public hearing on the Assessment Roll which notice was also advertised in a newspaper of general circulation; and

WHEREAS, on September 23, 2014, a public hearing was held by the Municipal Council to consider objections to the Assessment Roll; and

WHEREAS, the Municipal Council considered the comments at the public hearing; and

WHEREAS, it is necessary for the Municipal Council to accept and approve the Assessment Roll in order to assess the owners within the McGinley Square Special Improvement District for the budget year July 1, 2014 through June 30, 2015; and

NOW THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. the City of Jersey City hereby accepts and approves the Assessment Roll of properties in the McGinley Square Special Improvement District;
2. the City Clerk be and is hereby authorized to send a certified copy of this Resolution and Assessment Roll to the Hudson County Tax Board.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

PUBLIC NOTICE
City of Jersey City

McGinley Square Special Improvement District 2014-2015

Block	Lot	Owner	Property Location	Bill Amt
15003	17	101 STORMS AVENUE ASSOC. LLC	101 STORMS AVE.	\$373.48
15004	5	124 STORMS AVE CONDOMINIUM ASSOC.	124-130 STORMS AVE.	\$0.00
15004	5	124 STORMS AVE. CONDO % QUIL MNGMT.	124-130 STORMS AVE.	\$209.15
13303	18	2 GLENWOOD AVE., L.L.C.	2 GLENWOOD AVE.	\$910.23
13502	27	256 SUMMIT AVENUE, L.L.C.	256 SUMMIT AVE.	\$1,150.30
15003	27	264 FAIRMOUNT AVENUE, LLC	264 FAIRMOUNT AVE.	\$332.39
15004	25	275 MONTICELLO AVE JC LLC %SAMINSKI	275-7 MONTICELLO AVE.	\$0.00
15003	31	276 FAIRMOUNT AVE LLC, %KABR GROUP,	276 FAIRMOUNT AVE.	\$759.05
15004	22	285-287 MONTICELLO AVE, LLC %F.SHANDL	285-287 MONTICELLO AVENUE	\$0.00
15002	13	61 ORIENT, LLC	273 FAIRMOUNT AVE.	\$0.00
13502	24	646 MONTGOMERY LLC	646 MONTGOMERY ST.	\$373.48
15001	2	670 BERGEN AVE. CORP.C/O R. KANG	670 BERGEN AVE.	\$669.12
16502	27	673-675 BERGEN, L.L.C.	673 BERGEN AVE.	\$298.78
16502	26	677 BERGEN AVENUE ASSOCIATES, LLC	677 BERGEN AVE.	\$0.00
16502	26	677 BERGEN AVENUE ASSOCIATES, LLC	677 BERGEN AVE.	\$0.00
16502	26	677 BERGEN AVENUE ASSOCIATES, LLC	677 BERGEN AVE.	\$0.00
16502	26	677 BERGEN AVENUE ASSOCIATES, LLC	677 BERGEN AVE.	\$298.78
16502	24	681 BERGEN AVENUE LLC	681 BERGEN AVE.	\$0.00
16502	21	687 BERGEN, LLC	687 BERGEN AVE.	\$0.00
15002	7	704 BERGEN AVE., L.L.C.	704 BERGEN AVE.	\$373.48
16501	24	711 BERGEN AVE., L.L.C.	711 BERGEN AVE.	\$524.66
16501	23	713-715 BERGEN REALTY %JASCO MGMNT	713 BERGEN AVE.	\$883.34
15003	1	716-718 BERGEN AVE., L.L.C.	716-718 BERGEN AVE	\$1,325.54
15003	2	720-726 BERGEN AVE, LLC %KABR GROUP,	720 BERGEN AVE.	\$402.76
16501	20	725 BERGEN AVENUE, LLC %KABR GROUP,	725 BERGEN AVE.	\$412.91
16501	19	727 BERGEN AVE LLC, %KABR GROUP, LL	727 BERGEN AVE.	\$409.93
15004	12	729-735 MONTGOMERY STREET, LLC	733 MONTGOMERY ST.	\$597.56
15004	13	729-735 MONTGOMERY STREET, LLC	729 MONTGOMERY ST.	\$738.29
15004	7	740 BERGEN, LLC	740 BERGEN AVE.	\$1,346.90
15004	8	742 BERGEN, LLC	742-744 BERGEN AVE.	\$639.84
14904	6	755-757 BERGEN AV CORP C/O J JA KIM	755-7 BERGEN AVE.	\$2,571.00
14904	1	769 MONTGOMERY ST. U.R., LLC	769 MONTGOMERY ST.	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	\$425.76
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	\$425.76
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	\$0.00
14904	1	769 MONTGOMERY STREET URBAN R., LLC	769 MONTGOMERY ST.	\$0.00

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15003	9	AARON, DANIEL P F	119 STORMS AVE.	\$0.00
15002	4	ABDELAL, MOHAMMED	694 BERGEN AVE.	\$430.24
15002	3	ABDELAL, MOHAMMED	692 BERGEN AVE.	\$436.22
15002	5.01	AFSF ASSOCIATES, LLC	275 FAIRMOUNT AVE.	\$2,054.11
15002	17.01	AFSF ASSOCIATES, LLC	263 FAIRMOUNT AVE.	\$746.95
15004	5	AHMED, HUMAYUN & MARITZ	124-130 STORMS AVE.	\$0.00
16501	28	ALAVA, BEATRIZ	703 BERGEN AVE.	\$249.03
15004	5	ALLER, JUAN & CLARKE, SANDRA	124-130 STORMS AVE.	\$0.00
15003	26	APARTMENTS R US, INC.	262 FAIRMOUNT AVE.	\$0.00
15004	18	BAKI, EMAD & HAIDY	297 MONTICELLO AVE.	\$504.94
15004	19	BAKI, EMAD & HAIDY	295 MONTICELLO AVE.	\$570.67
14904	1	BARANOVSKY, SERGEI	769 MONTGOMERY ST.	\$0.00
14904	3	BARDACK, ALLAN ROY & RUBY CABATO	761 MONTGOMERY ST.	\$373.48
16502	28	BERGEN 669, LLC.%GOETHAM WEST DEVELO	669 BERGEN AVE.	\$1,044.09
16502	20	BERGEN 689 GROUP,LLC%PETER YASSA	689 BERGEN AVE.	\$0.00
13502	26	BERMUDEZ,CONRADO & KATHERINE	650 MONTGOMERY ST.	\$0.00
14904	1	BERRY, JUDITH	769 MONTGOMERY ST.	\$0.00
14904	2	BHA REALTY, LLC	763 MONTGOMERY ST.	\$373.48
14904	1	BILAL, KHADEEJAH	769 MONTGOMERY ST.	\$0.00
15004	5	BINDLER, YAKOV & PROKOP, JANE	124-130 STORMS AVE.	\$0.00
15004	5	BINDLER, YAKOV & PROKOP, JANE.	124-130 STORMS AVE.	\$0.00
15004	5	BOUAYAD, KHALID	124-130 STORMS AVE.	\$0.00
15102	27	BROWN, ERIC & STEVEN WHITE	4 JORDAN AVE.	\$0.00
14904	10	C.A.U.S.E. INC. %THEODORE B. KING	739 BERGEN AVE.	\$807.30
15103	2	C.H.A.R.A.,LLC	641 MONTGOMERY ST.	\$579.63
15004	14	CALABRESE, ANGELO & MARY	725 MONTGOMERY ST.	\$1,359.45
13502	26	CARRINO,ANTHONY G.	650 MONTGOMERY ST.	\$0.00
15004	5	CEKOT, MICHAEL	124-130 STORMS AVE.	\$0.00
15004	5	CELERA, BERTITO C. & VILMA F.	124-130 STORMS AVE.	\$0.00
16502	27	CHAMBERS, VICTOR	673 BERGEN AVE.	\$0.00
15102	27	CHAUSHEVA, MIRENA	4 JORDAN AVE.	\$0.00
15004	27	CHEAN, KEVIN & KIM, SO-YEON	106 STORMS AVE.	\$0.00
14904	1	CHEMALY, EPHREM A.	769 MONTGOMERY ST.	\$0.00
15003	14	CHOUDHRY SAFDER ALI & KHALIDA	107 STORMS AVE.	\$0.00
15003	13	CHOUDHRY, SHAHIDA	107.5 STORMS AVENUE	\$0.00
15003	12	CHOUDHRY, ZAFAR ALI	109 STORMS AVE.	\$0.00
14904	1	CIMINI, STEPHEN	769 MONTGOMERY ST.	\$0.00
16501	31	CITY OF JERSEY CITY	697 BERGEN AVE	\$0.00
14903	1	CITY OF JERSEY CITY	722 MONTGOMERY ST.	\$0.00
15203	3	CITY OF JERSEY CITY	254 MONTICELLO AVENUE	\$0.00
14902	3	CITY OF JERSEY CITY	8 FOYE PLACE	\$0.00
15003	29	CITY OF JERSEY CITY	268 FAIRMOUNT AVE.	\$0.00
13502	26	CIVIL, KERLIN & ESPINOSA, ISABELLE	650 MONTGOMERY ST.	\$0.00
16502	27	CLARKE, JASON	673 BERGEN AVE.	\$0.00
16502	27	CLEARY, BRIDGET & TORRES, ANTHONY	673 BERGEN AVE.	\$0.00
15004	20	COLARUSSO, JOHN J.	291 MONTICELLO AVE.	\$597.56
15004	29	COLLAZO, JOSE A. & MARIA E.	110 STORMS AVE.	\$0.00
14904	1	COLON, ANDREW	769 MONTGOMERY ST.	\$0.00
14904	1	COMERFORD, COLLEEN R & CREGG, JR, T	769 MONTGOMERY ST.	\$0.00

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16502	17	CRUZ, RAMON E.	695 BERGEN AVE.	\$268.90
16502	27	CUNNIFF, STEPHEN	673 BERGEN AVE.	\$0.00
15004	17	CUPO, JOSEPH & ASSUNTA	45 ORCHARD ST.	\$0.00
15004	16	CUPO, JOSEPH & ASSUNTA	47 ORCHARD ST.	\$373.48
15003	5	DAEBOK, LLC	732 BERGEN AVE.	\$1,060.67
13502	26	DAVIES, TONYA C.	650 MONTGOMERY ST.	\$0.00
15102	7	DE CRESCA, ELLIS N.	667-669 MONTGOMERY ST.	\$749.94
15102	6	DE CRESCA, ELLIS N. & GRACE	671 MONTGOMERY ST	\$373.62
15004	5	DEBBAH, KRIM & REPKA, AMELIA	124-130 STORMS AVE.	\$0.00
15003	3	DIAZ,JUSTO E.,FERMIN,PEDRO,M. & J.	728 BERGEN AVE.	\$344.34
13502	26	DOHERTY, SEAN M.	650 MONTGOMERY ST.	\$0.00
15003	8	DURAN, CARLOS	121 STORMS AVE.	\$0.00
15003	22	E. DEL RIO BAGNARA LLC	256.5 FAIRMOUNT AVENUE	\$0.00
15003	18	EGBUNA, HERBERT	99 STORMS AVE.	\$1,262.20
15004	6	ERLICH, RINA	132 STORMS AVE.	\$0.00
16502	27	EST.OF J.B,D'ESPOSITO,V.AS EXECUTOR	673 BERGEN AVE.	\$0.00
15103	1	EVANGELISMOS GREEK ORTHO CHURCH	661 MONTGOMERY ST.	\$0.00
13502	26	FAITAL USA, INC.	650 MONTGOMERY ST.	\$0.00
15101	1	FARMON REALTY, LLC%S. FAROOQI	685-689 MONTGOMERY STREET	\$941.75
15004	5	FAS HOLDINGS, L.L.C.	124-130 STORMS AVE.	\$0.00
14904	1	FEIG, JONTHAN	769 MONTGOMERY ST.	\$0.00
14904	1	FLYNN, DARA & REGIS, MARLON	769 MONTGOMERY ST.	\$0.00
14904	1	FORCHT, LISA	769 MONTGOMERY ST.	\$0.00
13502	26	FOX, JENNIFER	650 MONTGOMERY ST.	\$0.00
13502	26	GADSEN, ROBERT	650 MONTGOMERY ST.	\$0.00
15004	5	GATTAS, BAHGAT & MALAKA	124-130 STORMS AVE.	\$0.00
15004	5	GATTAS, BAHGAT & MALAKA	124-130 STORMS AVE.	\$0.00
15004	5	GATTAS, BAHGAT & MALAKA	124-130 STORMS AVE.	\$0.00
15004	5	GATTAS, BAHGAT & MALAKA	124-130 STORMS AVE.	\$0.00
16502	18	GHATAS, VICTOR	693 BERGEN AVE.	\$266.36
15003	4	GHATAS, VICTOR & FOTINI	730 BERGEN AVE.	\$373.48
15004	5	GOLDEN, DANIEL & DAYAN I.	124-130 STORMS AVE.	\$0.00
14904	1	GOMEZ, RINA	769 MONTGOMERY ST.	\$0.00
13502	26	GOODMAN, ELEANOR D.	650 MONTGOMERY ST.	\$0.00
15004	5	GOURDET, ELIZABETH	124-130 STORMS AVE.	\$0.00
14904	1	GOVAN, FIONA	769 MONTGOMERY ST.	\$0.00
15001	5	GRANDERSON, HENRY W.	676 BERGEN AVE.	\$0.00
14904	1	GRAU, GUILLERMO M.	769 MONTGOMERY ST.	\$0.00
15102	26	GRAVESAND, OSWALD	2 JORDAN AVE.	\$0.00
15003	15	HADDAD, EID	105 STORMS AVE.	\$0.00
13502	26	HANNA, BRIAN D.& MARK S.	650 MONTGOMERY ST.	\$0.00
16502	27	HARTMAN, JENIFER	673 BERGEN AVE.	\$0.00
15003	25	HBC PROPERTIES, LLC	260 FAIRMOUNT AVE.	\$373.48
15004	5	HDS MANAGEMENT, INC	124-130 STORMS AVE.	\$0.00
15004	5	HDS MANAGEMENT, INC.	124-130 STORMS AVE.	\$0.00
15004	5	HDS MANAGEMENT, INC.	124-130 STORMS AVE.	\$0.00
16501	26	HERRERA, WILLIAM	707 BERGEN AVE.	\$0.00
13502	26	HOGAN, KRISTEN M.	650 MONTGOMERY ST.	\$0.00
15002	8	HORIZON HEALTH CENTER, INC.	706-708 BERGEN AVE.	\$0.00

McGinley 2015 SID AD

15002	9	HORIZON HEALTH CENTER, INC.	710 BERGEN AVE.	\$0.00
15002	10	HORIZON HEALTH CENTER, INC.	712-714 BERGEN AVE.	\$0.00
16501	22	HORIZON HEALTH CENTER, INC.	719-721 BERGEN AVE.	\$105.32
14901	23	HUDSON COMMUNITY ENTERPRISES	768-774 MONTGOMERY STREET	\$0.00
14904	1	IRIZARRY, PAUL A. & DIXON, ADDRIARNE	769 MONTGOMERY ST.	\$0.00
15102	28	JC REALTY HOLDING COMPANY, LLC	6 JORDAN AVE.	\$373.48
16502	27	JEMMOTT, LYNN F. & DARA L.	673 BERGEN AVE.	\$0.00
15004	28	JERSEY CITY COMMUNITY HOUSING	108 STORMS AVE.	\$0.00
15101	3	JERSEY ORCHARD REALTY, LLC	52 ORCHARD ST.	\$1,254.88
15003	28	JIMENEZ, GLADYS A.	266 FAIRMOUNT AVE.	\$373.48
16502	23	JOSEPH, GILBERT J. & ROCELYN E.	683 BERGEN AVENUE	\$0.00
13502	25	KAPLAN, J. & B.	648 MONTGOMERY ST.	\$373.48
14904	1	KAWASE, TAKESHI & MARIE	769 MONTGOMERY ST.	\$0.00
16501	30	KAYIAROS, PETER	699 BERGEN AVE.	\$249.03
15004	30	KEROLOS, NADY	112 STORMS AVE.	\$0.00
15003	23	KHEYMAN, BORIS & JOHN	258 FAIRMOUNT AVE.	\$0.00
15001	3	KHEYMAN, JOHN & BORIS	672 BERGEN AVE.	\$373.48
14904	7	KIM, CHONG MAN	753 BERGEN AVE.	\$371.98
15004	36	KIM, CHONG MAN	122 STORMS AVE.	\$373.48
14904	4	KIM, HYE JEONG	759 MONTGOMERY ST.	\$373.48
15004	35	KIM, JOHN C. & SEUNG HEE	120 STORMS AVE.	\$394.39
15004	5	KNIGHT, NALIAH T.	124-130 STORMS AVE.	\$0.00
16502	27	KONTRIMAITE, AUSRA & DAVIS, DANIEL S	673 BERGEN AVE.	\$0.00
14904	11	KRAUSE, STANLEY	737 BERGEN AVE.	\$314.76
14904	1	LAFATA, GIACOMO	769 MONTGOMERY ST.	\$0.00
13502	26	LAI, SIU SHAN	650 MONTGOMERY ST.	\$0.00
15003	10	LANIER, ERWIN H. & SHIRLEY	117 STORMS AVE.	\$0.00
15004	23	LAWRENCE, PHILIP B. & SHARRONE N.	281-283 MONTICELLO AVENUE	\$0.00
16502	27	LEYMAN, CARRIE	673 BERGEN AVE.	\$0.00
15004	5	LISBO, RENIE	124-130 STORMS AVE.	\$209.15
15004	5	LISBO, RENIE	124-130 STORMS AVE.	\$209.15
16502	25	LIU, YU	679 BERGEN AVE.	\$0.00
14904	9	LO SCHIAVO, MARIO & FORTUNATA	749 BERGEN AVE.	\$373.48
15004	24	LONDON, JEFFREY & CLAUDIA ORUZCO	279 MONTICELLO AVE.	\$0.00
15004	5	LOPEZ, LUIS E.	124-130 STORMS AVE.	\$209.15
15004	5	LUM, PAUL W.	124-130 STORMS AVE.	\$0.00
15004	5	LUM, STEVEN & LAI	124-130 STORMS AVE.	\$0.00
15102	29	MAHMOOD HOLDINGS, LLC	8 JORDAN AVE.	\$0.00
15004	5	MARCH, DENISE KAYE	124-130 STORMS AVE.	\$0.00
13502	26	MARGELEFSKY, ERIC	650 MONTGOMERY ST.	\$0.00
13502	26	MATHEWSON, MICHAEL	650 MONTGOMERY ST.	\$0.00
15004	5	MATSHIQI, BERYL F.	124-130 STORMS AVE.	\$0.00
15001	6	MAVROMADI, LLC	678 BERGEN AVE.	\$0.00
15004	15	MCGINLEY PLAZA, L.L.C.	711 MONTGOMERY ST.	\$0.00
14904	5	MCGINLEY SQUARE VENTURES, LLC	755 MONTGOMERY ST.	\$662.25
16502	27	MCKEEVER, JENNIFER	673 BERGEN AVE.	\$0.00
15004	26	MELEIKA, EDWARD	104 STORMS AVE.	\$1,075.61
14901	21	MICHELMAN BERGEN CENTER, LLC	759-789 BERGEN AVE.	\$6,717.62
15102	27	MOLINA, JUN J.	4 JORDAN AVE.	\$0.00

McGinley 2015 SID AD

15101	2	MONFARED, IRAJ S. & S. FAROOQI	683 MONTGOMERY ST.	\$552.74
13502	26	MONTGOMERY SIX FIFTY, L.L.C.	650 MONTGOMERY ST.	\$283.84
13502	26	MULLIN, MARK & STEINBERG, MARC	650 MONTGOMERY ST.	\$0.00
15002	16	NA, SEUNG MYONG & SUN HEE	267 FAIRMOUNT AVE.	\$0.00
14904	1	NAKANISHI, JENNIFER & MINAMI, JASON	769 MONTGOMERY ST.	\$0.00
14904	12	NAMKUNG, JIN & JUNE	735 BERGEN AVE.	\$373.48
15004	5	NASSER, ADEL A.	124-130 STORMS AVE.	\$0.00
13502	26	NELSON, ANDREW M.	650 MONTGOMERY ST.	\$0.00
13502	22	NES REALTY, L.L.C.	642 MONTGOMERY ST.	\$402.16
16501	27	NISNEVICH, ALEXANDER	705 BERGEN AVE.	\$266.96
15004	5	NORTON, RICHARD & MARGARET	124-130 STORMS AVE.	\$0.00
15004	5	NSNA, LLC	124-130 STORMS AVE.	\$0.00
14904	1	OBEN, DON & DOROTHY EBOT	769 MONTGOMERY ST.	\$0.00
16502	27	O'BRIEN, HELEN & PARKER, ERIC S.	673 BERGEN AVE.	\$0.00
16501	25	OHNUMA, YOKO & KAMATSU, TAKAICHI	709 BERGEN AVE.	\$264.57
14904	1	PADILLA, ANGEL & LISA R MCKELL	769 MONTGOMERY ST.	\$0.00
15004	5	PARKER, MICHAEL C., JR.	124-130 STORMS AVE.	\$0.00
16502	29	PARKING AUTHORITY OF JERSEY CITY	665 BERGEN AVE.	\$0.00
15102	4	PATEL ESTATES INC.	675 MONTGOMERY ST.	\$373.62
15102	5	PATEL ESTATES INC.	673 MONTGOMERY ST.	\$747.25
15102	8	PATEL, SATISH	663 MONTGOMERY ST.	\$382.29
15002	15	PAUTA, MANUEL	269 FAIRMOUNT AVE.	\$0.00
15102	1	PERDOMO, LEIDIS M.	681 MONTGOMERY ST.	\$1,314.63
14904	1	PEREZ, EDWIN	769 MONTGOMERY ST.	\$0.00
14904	1	PUGLIESES, ROCCO V.	769 MONTGOMERY ST.	\$0.00
14902	2	R.C. ARCHDIOCESE OF NEWARK	1-6 FOYE PL.	\$0.00
15001	1	RASEM, SAADAH	666 BERGEN AVE.	\$451.31
13502	26	RIGGI, DANIELLE	650 MONTGOMERY ST.	\$0.00
14904	1	RIVERA, EDWIN	769 MONTGOMERY ST.	\$0.00
14904	1	RODRIGUEZ, MARIA F.	769 MONTGOMERY ST.	\$0.00
14902	1	ROMAN CATHOLIC ARCH. OF NEWARK	788 BERGEN AVE.	\$0.00
13502	26	ROSINI, STEVEN	650 MONTGOMERY ST.	\$0.00
15102	27	RUSHIN REALTY, LLC	4 JORDAN AVE.	\$0.00
15102	27	RUSHIN REALTY, LLC	4 JORDAN AVE.	\$373.48
15004	9	S.C.S. REALTY CORP.	746 BERGEN AVE.	\$373.48
15004	10	S.C.S. REALTY CORP.	750 BERGEN AVE.	\$1,517.65
14904	13	SALLOUM, ISSA & SALLOUM, FOUD	729 BERGEN AVE.	\$857.80
15003	24	SAMANT, VANASHREE	258.5 FAIRMOUNT AVENUE	\$0.00
14902	4	SAMSON, GABRIEL R. % THERESA SAMSON	3 TUERS AVE.	\$1,489.42
13502	26	SANCHEZ, EDWIN	650 MONTGOMERY ST.	\$0.00
13502	26	SCHIFFMAN, ROBERT F. & FIGENSHU, M.	650 MONTGOMERY ST.	\$0.00
15002	14	SHAIKH, AMIR & AHMED, SADIA	271 FAIRMOUNT AVE.	\$0.00
15003	19	SHAIKH, BILAL	253 MONTICELLO AVE.	\$0.00
15004	21	SHANDLER, JR., FREDDIE	289 MONTICELLO AVE.	\$567.68
15004	33	SHEIKH, RUBINA	116 STORMS AVE.	\$388.41
15004	34	SHEIKH, RUBINA	118 STORMS AVE.	\$425.76
15004	32	SHEIKH, RUBINA	114 STORMS AVE.	\$242.76
15004	5	SILKA, CORP.	124-130 STORMS AVE.	\$179.27
13502	26	SILVA, SERGIO M. & BIDO, ANJOLI	650 MONTGOMERY ST.	\$0.00

McGinley 2015 SID AD

14904	1	SLIPPOY, MATTHEW L. & WILSON, SUZETTE	769 MONTGOMERY ST.	\$0.00
15102	27	SMITH, MICHAEL D.	4 JORDAN AVE.	\$0.00
15004	5	SMITH, MONIQUE	124-130 STORMS AVE.	\$179.27
14904	8	SO, JOHN K. & KIMBERLY O.	751 BERGEN AVE.	\$374.97
15004	11	SOLIMAN, NAGUIB & DEL LA CRUZ, T.	737 MONTGOMERY ST.	\$298.78
14904	1	SOOD, ADITYA & AMIT	769 MONTGOMERY ST.	\$0.00
15001	4	SORENSEN, MATTHEW	674 BERGEN AVE.	\$0.00
15004	5	SRI SRI REALTY LLC	124-130 STORMS AVE.	\$0.00
13401	1	ST. AEDAN'S R.C. CHURCH	790 BERGEN AVE.	\$0.00
13504	3	ST. PETER'S COLLEGE % COLL. SERVICES	688 MONTGOMERY ST.	\$0.00
14901	22	ST. PETER'S COLLEGE % COLL. SERVICES	762 MONTGOMERY ST.	\$1,493.90
13503	12	STATE OF N J DEPT OF DEFENSE	678 MONTGOMERY ST.	\$0.00
15003	16	STITT, WALTER & ROMENIA	103 STORMS AVE.	\$0.00
15003	7	STORMS AVE. ELDERLY APARTMENTS, LP	123 STORMS AVE.	\$0.00
15003	30	STORMS AVE. ELDERLY APARTMENTS, LP	111 STORMS AVE.	\$0.00
15003	6	STORMS AVE. ELDERLY APARTMENTS, LP	125 STORMS AVE.	\$0.00
15003	11	SULTANA, MUNAWAR	109.5 STORMS AVENUE	\$0.00
15102	2	SUMMIT MANAGEMENT COMPANY, L.L.C.	679 MONTGOMERY ST.	\$373.62
15102	3	SUMMIT MANAGEMENT COMPANY, L.L.C.	677 MONTGOMERY ST.	\$373.62
16501	21	SYVOTA, LLC	723 BERGEN AVE.	\$308.79
15003	21	TANI, NAKO & TERAMOTO, YOSHITAKA	256 FAIRMOUNT AVE.	\$0.00
16502	27	THE USE GROUP, L.L.C.	673 BERGEN AVE.	\$0.00
16502	27	THE USE GROUP, L.L.C.	673 BERGEN AVE.	\$0.00
16502	27	THE USE GROUP, L.L.C.	673 BERGEN AVE.	\$298.78
16502	27	THE USE GROUP, LLC	673 BERGEN AVE.	\$0.00
16502	27	THE USE GROUP, LLC	673 BERGEN AVE.	\$0.00
16502	27	THE USE GROUP, LLC	673 BERGEN AVE.	\$0.00
16502	27	THE USE GROUP, LLC	673 BERGEN AVE.	\$0.00
16502	27	THE USE GROUP, LLC	673 BERGEN AVE.	\$0.00
15002	1	TLS REALTY, INC.	682-686 BERGEN AVE.	\$2,288.95
16502	19	TOBY, LLC	691 BERGEN AVE.	\$266.36
16502	27	VALENZUELA, LYNDON & ROSANNA	673 BERGEN AVE.	\$0.00
14904	1	VICENTE, CAROLINA	769 MONTGOMERY ST.	\$0.00
15004	5	WEEMS, SIMONE	124-130 STORMS AVE.	\$0.00
15003	20	WEST BERGEN HEIGHTS ASSOCIATES, LLC	250-254 FAIRMOUNT AVENUE	\$2,036.19
15002	2	WHITON STREET ASSOCIATES	690 BERGEN AVE.	\$642.38
15002	19	WHITON STREET ASSOCIATES	241 FAIRMOUNT AVE.	\$3,327.96
13502	26	WINTERHOFF, JOERG	650 MONTGOMERY ST.	\$0.00
15004	5	YANG, RUIMING & FENG, YUQING	124 STORMS AVE.	\$0.00
16502	22	YE, TAO & LI, BIN	685 BERGEN AVE.	\$266.36
16501	29	YEE, MEI TAI	701 BERGEN AVE.	\$249.03
13502	23	YESHA VIDEO, INC.	644 MONTGOMERY ST.	\$373.48
15003	30	YOUNG WOMEN'S CHRISTIAN ASSOCIATES	270 FAIRMOUNT AVE.	\$0.00
TOTAL				72336.51

McGinley 2015 SID AD

Notice is hereby provided that the Tax Assessor of the City of Jersey City has prepared an Assessment Roll setting forth the amounts to be specifically assessed against the benefitted and assessable properties in the McGinley Square Special Improvement District. The Assessment Roll listing the current owners of all properties being assessed and their valuations are on file with the City Clerk at City Hall, 280 Grove Street, Room 118, Jersey City, New Jersey and are available for public inspection from 9:00 A.M. to 4:00 P.M. The Municipal Council shall meet on **TUESDAY, September 23, 2014 at 6:00 P.M.** at City Hall in the Anna Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey, to conduct a public hearing to consider any objections to the Assessment Roll on file with the Clerk. At that time the Municipal Council may approve the Assessment Roll as certified or modify the Roll. You have the right to inspect this Assessment Roll and to be heard at the public hearing.

Robert Byrne, City Clerk

Steven M. Fulop, Mayor

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.620

Agenda No. 10.C

Approved: SEP 23 2014

TITLE:



RESOLUTION ADOPTING AND RATIFYING THE 2014-2015 BUDGET OF THE MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, at its meeting of August 20, 2014 the Municipal Council of the City of Jersey City introduced and approved the McGinley Square Special Improvements District following budget for the period July 1, 2014 through June 30, 2015, a copy which is attached; and

WHEREAS, after individual notice to the owners, and notice by advertisement in a newspaper of general circulation, the Municipal Council conducted a public hearing on the budget on September 23, 2014; and

WHEREAS, the Municipal Council has determined that at least one week prior to the hearing, a complete copy of the approved budget was advertised; and

WHEREAS, all persons having an interest in the budget were given the opportunity to present objections; and

WHEREAS, the Municipal Council having considered the comments at the public hearing is of the opinion that it is appropriate and desirable to ratify and adopt the Budget without amendment as advertise; and

WHEREAS, pursuant to N.J.S.A. 40:56-80 and N.J.S.A. 40:56-84, the Municipal Council of the City of Jersey City is required to adopt the budget by Resolution after closing the hearing.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The McGinley Square Special Improvement District Budget is hereby ratified adopted and shall constitute an appropriation for the purposes stated and the sums stated therein in the total amount of \$96,526.27 for the McGinley Square Special Improvement District for the period July 1, 2014 through June 30, 2015, which sum shall be raised by taxation during the period July 1, 2014 through June 30, 2015.

City Clerk File No. Res. 14.620Agenda No. 10.c SEP 23 2014

TITLE:

2. This special assessment is hereby imposed and shall be collected with the regular tax payment or payment in lieu of taxes on all properties within the SID, except properties which are publicly owned and used for public purposes.

3. Payments received by the City shall be transferred to the District Management Corp. to be expended in accordance with the approved budget.

4. The City Clerk be and is hereby authorized to forward a certified copy of this Resolution to the McGinley Square Special Improvement District, the Hudson County Board of Taxation and the Director of the Division of Local Government Services.

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

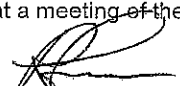
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

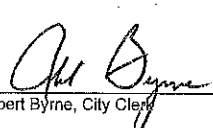
✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



 Rolando R. Lavarro, Jr., President of Council



 Robert Byrne, City Clerk

2014-15 PROVISIONAL McGINLEY SQUARE PARTNERSHIP BUDGET*

<u>REVENUES</u>	<u>Total Budget</u>	<u>NOTES</u>
Cash on Hand	23,315.27	Cash balance projected as of 7/1/14
2014-15 SID taxes	72,336.00	same assessment formula as in past years
Festival, CCEF, banners	<u>875.00</u>	15 Banners-\$825; CCEF-\$50 (no Heartbeat Festival issue)
TOTAL REVENUE	96,526.27	
 <u>EXPENSES</u>		
Rent	1,800.00	\$150 per month to Bardack Realty
Insurance	1,400.00	D&O insurance, \$2 million general liability insurance
Office Supplies	1,500.00	bottled water, stamps, paper, etc.
Audit/Tax Return	5,500.00	Madeline Miller, CPA; same as 2013
Telephone	<u>2,000.00</u>	land line, internet, fax
Subtotal	12,200.00	
Management (on-site)	43,113.27	\$11,886.73 less (22%) than 2013-14; FTM on-site staff reduced 9 hrs per wk
 <u>Marketing</u>		
Promotional Activities:	1,350.00	Turkey Giveaway; Spring Festival; no Heartbeat Festival issue
Turkey Give-Away	350.00	based on 2013 expenses
Farmers Market	<u>1,000.00</u>	McGinley presence @ weekly Farmers Market (handouts, bottled water?)
Promotions Subtotal	1,350.00	
Holiday Lights-2014	<u>3,500.00</u>	full display of 50 ornaments + electricity
Total Marketing Subtotal	4,850.00	
Sanitation	36,000.00	same as 2013 @ \$3000/month
Reserve	<u>363.00</u>	unanticipated or non-budgeted expenses
TOTAL EXPENSES	96,526.27	

*McGinley Square Partnership is awaiting Mayor Fulop's decision to fund festival, magazine & marketing programs and will re-submit an alternate budget should City funds become available.

A public hearing on the 2014-2015 Budget of the McGinley Square Special Improvement District as introduced August 20, 2014, will be held **TUESDAY, September 23, 2014 at 6:00 P.M.** at City Hall in the Anna Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey. All interested parties will be afforded an opportunity to address the Council regarding same.

Robert Byrne, City Clerk



The McGinley Square PARTNERSHIP

761 Montgomery Street - Jersey City, NJ 07306 - (201) 200-9600/200-9636 (Fax)

2014-2015 BUDGET RESOLUTION

It is hereby resolved that the McGinley Square Special Improvement District Management Corporation, at its Annual Membership Meeting on May 8, 2014, held at the corporate office, approved for adoption by City Council of Jersey City, the 7-1-14 to 6-30-15 McGinley Square Special Improvement District Management Corporation Provisional Budget in the total amount of \$96,526.27. McGinley Square Partnership is awaiting Mayor Fulop's decision to fund festival, magazine & marketing programs and will re-submit an alternate budget should City funds become available.

The budget was previously approved for recommendation to the membership by the McGinley Square Special Improvement District Management Corporation Board of Directors at its meeting on April 10, 2014, in accordance with the corporate bylaws.

A quorum for the 2014 McGinley Square Special Improvement District Management Corporation Annual Membership Meeting was recorded in accordance with the corporate bylaws.

We certify that the Resolution accurately reflects the proceedings of the 2014 Annual Membership Meeting of the McGinley Square Special Improvement District Management Corporation.



ROGER HEJAZI,
PRESIDENT



CHRISTINE BARRESI,
EXECUTIVE DIRECTOR

RECEIVED
2014 JUL 28 P 2:54
CITY CLERK'S OFFICE
JERSEY CITY, N.J.

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 14.621

Agenda No. _____ 10.D

Approved: _____ SEP 23 2014

TITLE: _____



RESOLUTION COMMENDING PATRICK AMBROSSI

Council as a whole, offered and moved adoption of the following resolution:

WHEREAS, Patrick Ambrossi graduated from the Christa McAuliffe School No. 28 in 2009 and enrolled in Hudson County Community College's LEAP Program. Patrick was able to graduate a year early from County Prep High School in 2012; and

WHEREAS, Patrick Ambrossi graduated Hudson County Community College in 2013 majoring in psychology. Patrick currently attends Montclair State University majoring in psychology and economics and is on track to graduate in May, 2015; and

WHEREAS, Patrick Ambrossi has been quite active in the community since 2003 as a nine year old. Patrick has volunteered with the Pershing Field Garden Friends, Jersey City Reservoir Alliance, Jersey City Parks Coalition as a Big Dig Captain, Washington Park Association and Friends of Leonard Gordon Park; and

WHEREAS, Patrick Ambrossi has never failed to respond to the call for help and the depth of his community service at such a young age is truly remarkable and should be commended.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City wishes to commend **Patrick Ambrossi** for his community service on the occasion of the reopening of the playground at his beloved Leonard Gordon Park. We wish him success in all of his future endeavors.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.622

Agenda No. 10.E

Approved: SEP 23 2014

TITLE:

HONORING ROBERT "BOB" MAGRO



COUNCIL AS A WHOLE, offered and moved the adoption of the following:

WHEREAS, the Municipal Council of the City of Jersey City is proud to recognize **Robert "Bob" Magro** during the celebration of his retirement after **27 years** of service to the City of Jersey City on **Thursday, September 11, 2014**; and

WHEREAS, **Robert "Bob" Magro** was born to Jean and Frank Magro, and was raised in Ridgewood, New Jersey with his six siblings, Susan, Lawrence, Judy, Holly, Robin and Wendy. He went on to receive his education from St. Peters College in Jersey City; and

WHEREAS, **Robert "Bob" Magro** began his career with the City of Jersey City in 1987 after serving the American Broadcasting Company (ABC) for 10 years, and has since used his skills as a systems analyst to guide the City through many changes in technology and through the Y2K scare; and

WHEREAS, during his time with the City, **Robert "Bob" Magro** oversaw the City's move from the old IBM mainframe computer systems to personal computers (PCs), and succeeded in the development of a City-wide PC network. The network which he has helped to create now serves as a platform for City staff to obtain internet access, send and receive email and the use of application programs. It is also through this network that constituents can communicate with City officials and staff, have access to City services, and gain knowledge of cultural, educational and recreational events, programs and city-wide activities.

WHEREAS, **Robert "Bob" Magro** is the loving husband of **Suzanne Mack**, and together they are the proud parents of one son, Kerry; and

WHEREAS, **Robert "Bob" Magro** retired from the City of Jersey City on **Monday, September 1, 2014** as the Director of Information Technology, and will be dearly missed by all who have had the pleasure to work beside him.

NOW, THEREFORE, BE IT RESOLVED THAT the Municipal Council of the City of Jersey City does hereby honor **Robert "Bob" Magro** on this momentous occasion of his retirement celebration. May he enjoy his retirement in health and happiness with his loving family and friends.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rafando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 14.623

Agenda No. _____ 10.F

Approved: _____ SEP 23 2014

TITLE:



RESOLUTION APPOINTING JOANNE EICHENBAUM AS THE NEW CUSTODIAN OF THE PETTY CASH FUND FOR THE BUSINESS ADMINISTRATOR'S OFFICE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 40A:5-21 permits Municipalities to establish petty cash funds and appoint a custodian of such funds; and

WHEREAS, JoAnne Eichenbaum, has been appointed as the new custodian of the petty cash fund for the Business Administrator's Office; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that JoAnne Eichenbaum is hereby appointed custodian of the petty cash fund of the Business Administrator's Office. This petty cash has been established in accordance with the rules and regulations of the Director of Local Government Services and shall not exceed the sum of Two Hundred (\$200.00) Dollars.

sig

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 14.624

Agenda No. _____ 10.G

Approved: _____ SEP 23 2014

TITLE: _____



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM CHARLIE MAYR

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of this governing body; and

WHEREAS, by an email dated June 10, 2014, Charlie Mayr, has offered to donate a 2012 Harley Davidson Triglide motorcycle to the Division of Police Motorcycle Squad.

WHEREAS, the City of Jersey City is desirous of accepting this gift.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The acceptance of a donation of a 2012 Harley Davidson Triglide motorcycle from Charlie Mayr, to be used by the Division of Police Motorcycle Squad is hereby approved; and
2. The Mayor and/or Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this Resolution.
3. The City of Jersey City hereby thanks Charlie Mayr for his generosity.

APPROVED: _____

James Shea, Director
Department of Public Safety

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM _____

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET -- NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM CHARLIE MAYR

Initiator

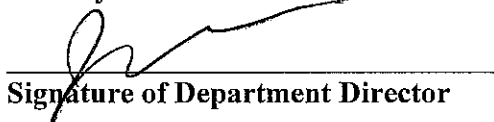
Department/Division	Public Safety	Police
Name/Title	James Shea	Public Safety Director
Phone/email	201-547-4239	jshea@njcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

By an email dated June 10, 2014, Mr. Charlie Mayr has offered to donate a 2012 Harley Davidson Triglide motorcycle to the Division of Police Motorcycle Squad.

I certify that all the facts presented herein are accurate.



Signature of Department Director

9/4/2014

Date

William J ODonnell

Subject: FW: Query about a donation to the JCPD

From: Daniel Sollitti
Sent: Tuesday, June 10, 2014 8:29 AM
To: Kelly Chesler
Subject: Fwd: Query about a donation to the JCPD

----- Original Message -----

Subject: Query about a donation to the JCPD
From: "Mayr, Charlie M" <charlie.mayr@actavis.com>
To: PoliceEast <east@njjcps.org>
CC:

Officer Lionakis

I am a resident of 311 Washington St in Jersey City and got your contact information off of the PD website. I have been a resident for the last couple of years, and appreciate the work of the department in making Jersey City a great place to live.

I have an unusual request. I am the owner of a 2012 Harley Davidson Triglide motorcycle, with approximately 200 miles on it. I can no longer ride, and before I attempt to sell it, I was wondering if it was possible to donate the vehicle to the Jersey City police department. This would be a donation. The cycle has not been ridden in more than a year, needs a battery charge and some cleanup. Not sure if there is a mechanism for the department to consider such a request or even if it is possible to accept such a donation. I do not want anything in return.

After you have a chance to consider this, please let me know.

I know the department uses Harley cycles, and so I thought I would reach out to see if there is interest and if such a donation was possible.

Thanks for your consideration.

Charlie Mayr

Charlie Mayr
Chief Communications Officer - Global
Actavis, Inc.
Morris Corporate Center III
400 Interpace Parkway
Parsippany, NJ 07054

862-261-8030
862-222-3528 (c)

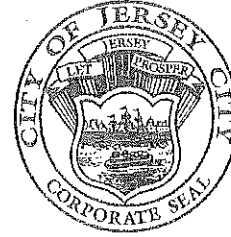
Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 14.625

Agenda No. _____ 10.H

Approved: _____ SEP 23 2014

TITLE:



RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE KEYSTONE PURCHASING NETWORK (KPN) COOPERATIVE PURCHASING SYSTEM

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, N.J.S.A. - 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, Keystone Purchasing Network (KPN) is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

WHEREAS, the Keystone Purchasing Network (KPN) has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of goods and services; and

WHEREAS, the City desires to join the Keystone Purchasing Network (KPN) to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Purchasing Agent is authorized to complete an on-line application form that will allow the City to participate in the Keystone Purchasing Network (KPN); and
2. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provisions of the revised statutes of the State of New Jersey.

APPROVED: _____ 9/15/14

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE KEYSTONE PURCHASING NETWORK (KPN) COOPERATIVE PURCHASING SYSTEM

Project Manager

Department/Division	Administration	Division of Purchasing
Name/Title	Peter Folgado	Purchasing Agent, QPA, RPPO
Phone/email	201-547-4896	peterf@jcni.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

TO ACQUIRE GOODS AND SERVICES THROUGH STATE APPROVED PURCHASING COOPERATIVE. THE DEPARTMENT OF PUBLIC WORKS HAS IDENTIFIED THE NEED FOR FIELD TURF THAT CAN BE ACQUIRED AT A SIGNIFICANT COST SAVINGS THROUGH THIS PURCHASING COOPERATIVE.

THAT IS THE REASON WE WISH TO JOIN.

Cost (Identify all sources and amounts)

NONE

Contract term (include all proposed renewals)

N/A

Type of award

N/A

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

September 15, 2014

Date

Signature of Purchasing Director

Date

9/15/14



KEYSTONE
PURCHASING
NETWORK

MEMBERSHIP APPLICATION FORM

Membership in the Keystone Purchasing Network (KPN) is as simple as completing this application form, at no cost to the Agency. The Terms of Membership Agreement are listed on the back of this page. Submit this form to a KPN representative, fax to (570) 524-5600, or scan and email to mbrennan@csiu.org or mail to KPN/90 Lawton Lane/Milton, PA 17847.

PLEASE PRINT CLEARLY

AGENCY NAME City of Jersey City, Division of Purchasing STATE New Jersey

HOW DID YOU LEARN ABOUT KPN? _____

TYPE OF AGENCY (check one):

☐ TAX-EXEMPT NONPROFIT EDUCATIONAL INSTITUTION. Enrollment _____

Circle or underscore type: School District, Charter School, Nonpublic/Parochial School, Nonprofit Preschool/Early Child, CTC/AVTS/Technical High School, Nonprofit Post-Secondary Technical School/Institute, Higher Education, Regional Educational Service Agency/Intermediate Unit,
Other (Describe) _____

☐ PUBLIC LIBRARY ☐ POLITICAL SUBDIVISION ☐ AGENCY OF THE UNITED STATES

☐ TAX-EXEMPT NONPROFIT PUBLIC HEALTH INSTITUTION OR ORGANIZATION

☐ NONPROFIT FIRE/AMBULANCE/RESCUE CO. ☐ PUBLIC AUTHORITY ☐ STATE PURCHASING AGENCY

☒ OTHER ENTITY THAT EXPENDS PUBLIC FUNDS FOR THE PROCUREMENT OF SUPPLIES, SERVICES AND

CONSTRUCTION. Describe: _____

AGENCY WEBSITE: [http:// www.cityofjerseycity.com/administration.aspx?id=1098](http://www.cityofjerseycity.com/administration.aspx?id=1098)

CONTACT INFORMATION

CHIEF CONTACT: ☒ Mr. ☐ Ms. ☐ Mrs. ☐ Dr. ☐ Rev. ☐ Other _____

FULL NAME PETER FOLGADO

POSITION IN AGENCY PURCHASING AGENT

E-MAIL ADDRESS peterf.vegap @ jcni.org

OFFICE TELEPHONE (201) 547-4896 EXT. _____

OFFICE ADDRESS 394 Central Avenue, Suite 2

CITY Jersey City STATE NJ ZIP 07307

SHIPPING ADDRESS (if different from above) _____

ADDITIONAL AGENCY INFORMATION

SUPERINTENDENT/PRESIDENT/CEO _____ email _____

CFO/BUSINESS MANAGER _____ email _____

BLDGS/ GRNDS MGR _____ phone _____ email _____

ATHLETIC DIRECTOR _____ email _____

FOOD SERVICE DIRECTOR _____ email _____

STATEMENT AND SIGNATURE

I have read and understood the KPN Terms of Membership Agreement on the back of this form and agree to be bound by these terms. I am authorized to apply for membership on behalf of my Agency.

SIGNATURE _____ DATE September 12, 2014

TERMS OF MEMBERSHIP AGREEMENT

1. The Keystone Purchasing Network (KPN) is a program initiative of the Central Susquehanna Intermediate Unit (CSIU), 90 Lawton Lane, Milton, PA 17847. KPN is a cooperative purchasing program operating under Chapter 19, Intergovernmental Relations, of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. §§1901 et seq., as the same may be amended from time to time (the "Act"), for those school districts assigned to the CSIU, as well as other organizations eligible to participate under the Act, whether such eligible organizations are located inside or outside of the Commonwealth of Pennsylvania. Eligible organizations under the Act include state purchasing agencies, agencies of the United States, political subdivisions, public authorities, tax-exempt nonprofit educational institutions, tax-exempt nonprofit public health institutions and organizations, nonprofit fire companies, nonprofit rescue companies, nonprofit ambulance companies, and to the extent provided by law, any other entity that expends public funds for the procurement of supplies, services and construction. By entering into this Membership Agreement, Member Agency does hereby attest and affirm that it is an eligible organization under the Act.
2. KPN has conducted the steps of bidding and awarding contracts to vendors who are required to offer their best agency discounted prices and most responsible services to KPN members.
3. It is the sole responsibility of each Member Agency to adhere to its state's procurement statutes as they apply to cooperative purchasing or joint power agreements, with in-state and out-of-state public agencies.
4. Membership in KPN is free.
5. In the use of each KPN contract, the Member Agency shall adhere to the terms and conditions of the contract, including without limitation the order placement procedures provided by each official KPN Contract Vendor.
6. It is the sole responsibility of the Member Agency to accept delivery of supplies, construction and/or services, and the Member Agency hereby agrees to make timely payments to each KPN Contract Vendor for supplies, construction and/or services purchased under the KPN program. Under no circumstances shall any other Member Agency or the CSIU be responsible for payments on account of an individual Member Agency's purchases, it being the intent hereof that any such purchases shall constitute the separate agreement of each participating Member Agency with the particular Contract Vendor. Any disputes that may arise between the Member Agency and the KPN Contract Vendor are to be resolved between the Member Agency and the Contract Vendor. The CSIU will endeavor to facilitate a resolution between the Member Agency and the Contract Vendor.
7. The CSIU may make improvements or changes to the KPN program, or terminate the KPN program at any time. The CSIU may modify this Membership Agreement at any time, and such modifications shall be effective immediately upon distribution of the modified agreement. Notification of any such improvements or changes to the KPN program, termination of the KPN program, or modifications to this Membership Agreement may be distributed to Member Agencies via e-mail. Member Agency agrees to review the notices of any improvements, changes or modifications prior to entering into a contract with a Contract Vendor and entry into a contract shall be deemed acceptance of such improvements, changes or modifications. Member Agency may cancel its membership in KPN by providing thirty (30) days prior written notice to the CSIU at the address listed in Section 1 of this Membership Agreement.
8. This Membership Agreement, together with any additional improvements, changes, or modifications referenced in Section 7 hereof constitutes the entire agreement and understanding between the CSIU and the Member Agency. This Membership Agreement shall not be altered, changed or amended by the Member Agency, except by written addendum executed by the CSIU and Member Agency.
9. The Member Agency is not obligated to use KPN contracts or make purchases in order to retain membership.
10. The CSIU will use Membership Agency contact information to announce updates and new opportunities. Occasionally, KPN Contract Vendors may contact Member Agencies to announce special discounts. The CSIU will not sell or share contact information with any other third party for commercial purposes unrelated to KPN. The CSIU reserves the right to disclose non-specific aggregate Member Agency information, such as geographic spread of membership and number and types of members to third parties.
11. In no event shall the CSIU be liable for any special, indirect, punitive, incidental, exemplary, reliance or consequential damages or any damages whatsoever resulting from loss of use, business, data or profits, litigation and the like, whether based on breach of contract, tort (including negligence), product liability or otherwise. Any liability of the CSIU under this Membership Agreement shall be limited to direct, actual damages only. Member agency acknowledges that the limitations set forth above are fundamental elements of this membership agreement and KPN would not be provided to Member Agency absent such limitations.

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 14.626

Agenda No. _____ 10.1

Approved: _____ SEP 23 2014

TITLE:



RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE COOPERATIVE PURCHASING SYSTEM

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, N.J.S.A. - 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, U.S. Communities Government Purchasing Alliance is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

WHEREAS, the U.S. Communities Government Purchasing Alliance has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of goods and services; and

WHEREAS, the City desires to join the U.S. Communities Government Purchasing Alliance to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Purchasing Agent is authorized to complete an on-line registration form that will allow the City to participate in the U.S. Communities Government Purchasing Alliance; and
2. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provisions of the revised statutes of the State of New Jersey.

APPROVED: _____

9/15/14

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.627

Agenda No. 10. J

Approved: SEP 23 2014

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED HOUSING PROJECT, KNOWN LEXINGTON MANOR APARTMENTS, WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY

WHEREAS, Lexington Manor Owner, LP (hereinafter referred to as the "Sponsor") proposes to construct a 152-unit low-income housing project known as Lexington Manor Apartments (hereinafter referred to as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the City of Jersey City (hereinafter referred to as the "Municipality") on a site described as Block 18401, Lot 15; Block 18401, Lot 15.01; Block 18401, Lot 15.01 (Qualifier T01); Block 18401, Lot 16; Block 18401, Lot 16 (Qualifier T01); Block 18401, Lot 17; Block 18402, Lot 3; Block 18401, Lot 12; Block 18404, Lot 14; Block 18404, Lot 16; Block 18404, Lot 17; Block 18402, Lot 21; Block 18402, Lot 22; Block 18402, Lot 23; and Block 18402, Lot 19 as shown on the Official Assessment Map of the City of Jersey, Hudson County and commonly known as 15 Lexington Avenue; 11 Lexington Avenue; 451 Bergen Avenue; 47-61 Oxford Avenue; 21 Lexington Avenue; 507 Bergen Avenue; 503 Bergen Avenue; 501 Bergen Avenue; 16 Lexington Avenue; 20 Lexington Avenue; 22 Lexington Avenue; and 12 Lexington Avenue, Jersey City, New Jersey 07306; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Jersey City (the "Council") that:

- (1) The Council finds and determines that the Lexington Manor Apartments Project proposed by the Sponsor meets or will meet an existing housing need;
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED HOUSING PROJECT, KNOWN LEXINGTON MANOR APARTMENTS, WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY

Initiator

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	201-547-5304	CGandulla@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Need for construction of a one hundred fifty-two (152) unit low-income rental housing project

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/10/14
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.628

Agenda No. 10.K

Approved: SEP 23 2014

TITLE:



WITHDRAWN

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF
JERSEY CITY AUTHORIZING SUBMISSION OF THE FY2014 – 2015
COMMUNITY SERVICES BLOCK GRANT (CSBG) APPLICATION TO
THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, the New Jersey Department of Community Affairs (DCA) has been designated as the State agency to administer and supervise the federal Community Services Block Grant; and

WHEREAS, the Department of Community Affairs intends to award the City of Jersey City approximately \$289,520.22 for the Community Services Block Grant program; and

WHEREAS, the Community Services Block Grant will operate from the period of January 1, 2014 through December 31, 2015; and

WHEREAS, the City of Jersey City has developed a Community Services Block Grant application consistent with the City's needs and federal regulations; and

WHEREAS, the City of Jersey City's application details projects recommended to receive funding for FY2014 – 2015 as identified on the attached page; and

WHEREAS, the City of Jersey City has complied with all program requirements and will continue to administer the Community Services Block Grant Program in compliance with such requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the Mayor and/or Business Administrator are hereby authorized to submit a proposal application to the New Jersey Department of Community Affairs for FY2014 – 2015 Community Services Block Grant funding.

City Clerk File No. Res. 14.628Agenda No. 10.K

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF
JERSEY CITY AUTHORIZING SUBMISSION OF THE FY2014 – 2015
COMMUNITY SERVICES BLOCK GRANT (CSBG) APPLICATION TO
THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

AGENCY	INITIAL FUNDING	FUNDING LEVEL
Administration	\$ 40,590.22	\$123,000.00
Boys and Girls Club of Hudson County	\$ 5,775.00	\$ 17,500.00
Educational Arts Team	\$ 19,800.00	\$ 60,000.00
Grace Van Vorst Community Services	\$ 5,115.00	\$ 15,500.00
Hudson Community Enterprises	\$ 6,600.00	\$ 20,000.00
JC Dept. of Health & Human Services (Meals on Wheels)	\$ 47,520.00	\$144,000.00
JC Dept. of Health & Human Services (Homeless Outreach)	\$ 21,478.00	\$ 65,084.00
Jersey City Employment & Training Commission	\$ 46,200.00	\$140,000.00
Jersey City Free Public Library	\$ 17,242.00	\$ 52,250.00
Let's Celebrate, Inc.	\$ 16,500.00	\$ 50,000.00
New City Kids	\$ 14,850.00	\$ 45,000.00
Puertoorriquenos Asociados for Community Organization (PACO)	\$ 6,600.00	\$ 20,000.00
Salvation Army (Basic Needs)	\$ 6,930.00	\$ 21,000.00
Salvation Army (After School Program)	\$ 18,150.00	\$ 55,000.00
The Sharing Place	\$ 4,620.00	\$ 14,000.00
Suits for Success, Inc.	\$ 4,950.00	\$ 15,000.00
WomenRising, Inc. (Strong Foundations Program)	\$ 6,600.00	\$ 20,000.00
TOTAL	\$289,520.22	\$877,334.00

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED


RECORD OF COUNCIL VOTE ON FINAL PASSAGE				9.23.14				
COUNCILPERSON	AYE	NAY	N.V.		COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI					RIVERA			
RAMCHAL					WATTERMAN			
BOGGIANO					LAVARRO, PRES			

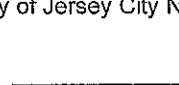
✓ Indicates Vote

N.V.-Not Voting (Abstain)

WITHDRAWN

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Balando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.629

Agenda No. 10.1

Approved: SEP 23 2014

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF THE BLANKET MORTGAGE FOR PARKVIEW MANOR DEVELOPMENT, LLC AND SUBSTITUTE INDIVIDUAL MORTGAGES AND NOTES FOR THREE AFFORDABLE HOUSING UNITS AFFECTING PROPERTY KNOWN AS 71-79 NORTH STREET

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, on August 18, 2011, Parkview Manor Development, LLC (Parkview) executed a blanket mortgage with the City of Jersey City (City) in the total amount of \$650,000.00, recorded in October, 2011 in Mortgage Book 17782 at page 1061 for the construction of three (3) affordable housing condominium units located at 71-79 North Street; and

WHEREAS, the mortgage amount was recorded in error and should reflect a total mortgage amount of \$625,000.00 which consists of HOME funds in the amount of \$525,000.00 and Affordable Housing Trust Funds in the amount of \$100,000.00; and

WHEREAS, the blanket mortgage to the City was to secure Parkview's obligation to construct and maintain the three condominium units as low/moderate affordable income housing for a minimum period of thirty (30) years; and

WHEREAS, the lots were consolidated and the property is now designated as Block 1602, Lot 1.01 f/k/a Block 792, Lot 242 and the three units have been sold to individual purchasers; and

WHEREAS, the City at the request of Parkview has agreed to release each unit from the Blanket Mortgage, provided that each individual property owner executes an Affordable Housing Agreement, an Affordable Housing Trust Fund Mortgage and a HOME New Construction Mortgage and Note in the total sum of \$208,333.00, in favor of the City and these documents are recorded with the Hudson County Register's Office and are substituted as a lien affecting the individual units; and

WHEREAS, the purchasers of the above units have executed individual Affordable Housing Agreements, Mortgages and Notes with the City; and

WHEREAS, the City has been provided with copies of the recorded documents for the three (3) units: 1) Unit #304; 2) Unit #404 and 3) Unit #504; and

WHEREAS, the recorded individual Affordable Housing Agreements, Affordable Housing Trust Fund Mortgages and HOME New Construction Mortgages maintain the affordability controls on each of the properties for thirty (30) years.

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is hereby authorized to execute a Discharge for Parkview Manor Development, LLC from the City's Blanket Mortgage subject to the recordation of the substitute Affordable Housing Agreement, Affordable Housing Trust Fund Mortgage and HOME New Construction Mortgage in the total amount of \$208,333.00 only for the following units: 1) Unit #304; 2) Unit #404 and 3) Unit #504; and

City Clerk File No. Res. 14-629Agenda No. 10.1 SEP 23 2014

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF THE
BLANKET MORTGAGE FOR PARKVIEW MANOR DEVELOPMENT, LLC AND SUBSTITUTE
INDIVIDUAL MORTGAGES AND NOTES FOR THREE AFFORDABLE HOUSING UNITS
AFFECTING PROPERTY KNOWN AS 71-79 NORTH STREET

- 2) The Mayor or Business Administrator is authorized to execute any other documents appropriate or necessary to effectuate the purposes of the within resolution; and
- 3) All documents shall be subject to approval by the Corporation Counsel.

iw
9/15/14

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation CounselCertification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14-630

Agenda No. 10.M

Approved: SEP 23 2014

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH MILLENNIUM COMMUNICATIONS GROUP INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY'S CCTV SYSTEM WITHOUT PUBLIC BIDDING

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (the "City") has determined that there is a need for the installation and implementation of axis cameras for CCTV city-wide, and

WHEREAS, the work consists of the installation and integration of cameras to a proprietary software system; and

WHEREAS, Millennium Communications Group Inc. agrees to provide these services for a total contract amount not to exceed \$87,870; and

WHEREAS, the award of this contract is exempt from public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd) because it is for maintenance and support of a proprietary software system; and

WHEREAS, the term of agreement is for one year commencing on the date the contract is executed by City Officials; and

WHEREAS, the amount of \$87,870 is available in the budget for this expenditure, in accordance with the requirements of Local Budget Law N.J.S.A. 40A:1 et seq.

Public Safety/Fire

Acct. No. 14-01-201-25-265-405 P.O. No. 114479 Amount \$43,935

Public Safety/Police

Acct. No. 14-01-201-25-240-310 P.O. No. 114478 Amount \$43,935

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the Director of the Department of Public Safety has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, Millennium Communications Group Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Millennium Communications Group Inc. has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Millennium Communications Group Inc. from making any reportable contributions during the term of the contract; and

WHEREAS, Millennium Communications Group Inc. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Millennium Communications Group Inc. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Ordinance 08-128 adopted on September 3, 2008; and

City Clerk File No. Res. 14.630Agenda No. 10.M SEP 23 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH MILLENNIUM COMMUNICATIONS GROUP INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENTS CCTV SYSTEM WITHOUT PUBLIC BIDDING

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Subject to such modifications as may be deemed appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the attached agreement with Millennium Communications to provide critical repairs to CCTV cameras.
2. The total contract amount shall not exceed the sum of \$87,870 and the term of the contract shall be one (1) year commencing on the date the contract is executed by City Officials.
3. The award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
4. Upon certification by an official or employee of the City authorized to receive the services pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A: 5-1 et seq.;
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I Donna Mauer Donna Mauer, Chief Financial Officer hereby certify that these funds are available for expenditure in Account Number 01 201 25 265 405 PO 114479 and 01 201 25 240 310 PO 114478.

APPROVED: Jaime C. [Signature]APPROVED: [Signature]

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐Not Required ☐

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE		✓		WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
 Rolando R. Lavarro, Jr., President of Council

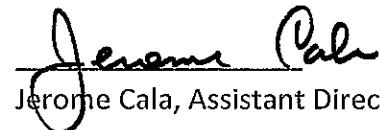
[Signature]
 Robert Byrne, City Clerk

DETERMINATION OF VALUE CERTIFICATION

Jerome Cala, of full age, hereby certifies as follows:

1. I am the Assistant Director of the City of Jersey City (City) Department of Public Safety/ Division of Fire and have knowledge of the goods and services that the Department of Public Safety needs.
2. The Department of Public Safety requires maintenance and support for the City's CCTV Systems.
3. The City has determined that a contract for providing maintenance and support of a proprietary software system for the Department of Public Safety's CCTV system should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).
4. **Millennium Communications Group Inc.** agrees to provide these services for the sum of \$87,870 for one year.
5. The Department of Public Safety's recommendation is to award the contract to **Millennium Communications Group Inc.**
6. The term of the contract is one year commencing on the date the contract is executed by City Officials.
7. The estimated amount of the contract exceeds \$17,500 (\$87,870).
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 9/11/14


Jerome Cala, Assistant Director
Department of Public Safety

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Millennium Communications Group, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding August 27, 2014 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Millennium Communications Group, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Millennium Communications Group, Inc.

Signed

Robert Ritchie

Title: President

Print Name: Robert Ritchie

Date: August 27, 2014

Subscribed and sworn before me
this 27 day of August, 2014.
My Commission expires:

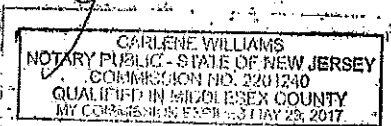
[Signature]

Robert Ritchie

(Affiant)

Robert Ritchie, President

(Print name & title of affiant) (Corporate Seal)



****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

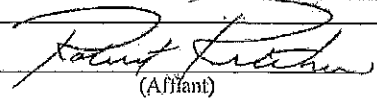
☐ Limited Liability Partnership

☒ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Robert Ritchie Home Address: 20 Gilbert Place West Orange, NJ 07052	Name: Ronald Cassel Home Address: 104 Elmwood Road Verona, NJ 07044
Name: Kenneth McLaughlin Home Address: 15 Woodland Avenue Mountain Lakes, NJ 07046	Name: J. Fletcher Creamer, Jr. Home Address: 682 Laurel Lane Wyckoff, NJ 07481
Name: Glenn Creamer Home Address: 175 Chestnut Ridge Road Saddle River, NJ 07458	Name: Dale Creamer Home Address: 426 Airmont Avenue Ramsey, NJ 07446

Subscribed and sworn before me this <u>27th</u> day of <u>August, 20</u> <u>14</u> (Notary Public) My Commission expires:	 (Affiant) <u>Robert Ritchie, President</u> (Print name & title of affiant) (Corporate Seal)
---	--

CARLENE WILLIAMS
NOTARY PUBLIC - STATE OF NEW JERSEY
COMMISSION NO. 2201240
QUALIFIED IN MIDDLESEX COUNTY
MY COMMISSION EXPIRES MAY 29, 2017

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
<NAME OF CONTRACTING AGENCY>

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

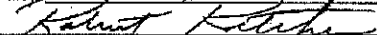
☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Robert Ritchie	20 Gilbert Place, West Orange, NJ 07052
Ronald Cassel	104 Elmwood Road, Verona, NJ 07044
Kenneth McLaughlin	15 Woodland Avenue, Mountain Lakes, NJ 07046
J. Fletcher Creamer, Jr.	682 Laurel Lane, Wyckoff, NJ 07481
Glenn Creamer	175 Chestnut Ridge Road, Saddle River, NJ 07458
Dale Creamer	426 Airmont Avenue, Ramsey, NJ 07446

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Millennium Communications Group, Inc.

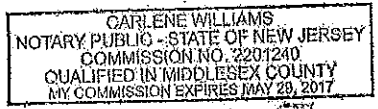
Signature of Affiant:  Title: President

Printed Name of Affiant: Robert Ritchie Date: August 27, 2014

Subscribed and sworn before me this 27th day of

August, 2014.

My Commission expires:



(Witnessed or attested by)

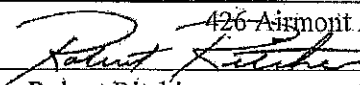
(Seal)

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
Robert Ritchie	20 Gilbert Place, West Orange, NJ 07052	20%
Ronald Cassel	104 Elmwood Road, Verona, NJ 07044	20%
Kenneth McLaughlin	15 Woodland Ave., Mountain Lakes, NJ 07046	20%
J. Fletcher Creamer, Jr.	682 Laurel Lane, Wyckoff, NJ 07481	13.34%
Glenn Creamer	175 Chestnut Ridge Rd., Saddle River, NJ 07458	13.33%

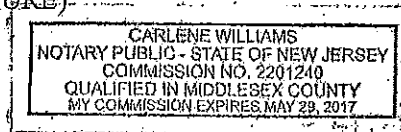
Dale Creamer
SIGNATURE:  426 Airmont Avenue, Ramsey, NJ 07446 13.33%
Robert Ritchie

TITLE: President

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 27th August OF 2014

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES 2017



(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions,

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Robert Ritchie, President

Representative's Signature: 

Name of Company: Millennium Communications Group, Inc.

Tel. No.: (973) 503-1313 Date: August 27, 2014

Certification 20797

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-MAR-2012

to

15-MAR-2015

MILLENNIUM COMMUNICATIONS GROUP INC.
11 MELANIE LANE, UNIT 13
EAST HANOVER NJ 07936



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

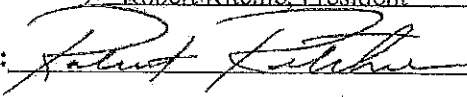
It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability (continued)

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): Robert Ritchie, President

Representative's Signature: 

Name of Company: Millennium Communications Group, Inc.

Tel. No.: (973) 503-1313

Date: August 27, 2014

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Millennium Communications Group, Inc.

Address: 11 Melanie Lane, Unit 13, East Hanover, NJ 07936

Telephone No.: (973) 503-1313

Contact Name: Robert Ritchie, President

Please check applicable category :

☐ Minority Owned

☐ Minority & Woman Owned

☐ Woman Owned

☒ Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: MILLENNIUM COMMUNICATIONS GROUP INC.

Trade Name:

Address: 11 MELANIE LANE UNIT 13
EAST HANOVER, NJ 07936-1100

Certificate Number: 0083855

Effective Date: July 05, 1995

Date of Issuance: September 08, 2014

For Office Use Only:

20140908114743147

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
MILLENNIUM COMMUNICATIONS GROUP INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

0083855

ADDRESS:
11 MELANIE LANE UNIT 13
EAST HANOVER NJ 07936

ISSUANCE DATE:

05/15/03

EFFECTIVE DATE:
03/29/85

FORM-BRC(08-01)

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certificate Number
61736

Registration Date: 04/19/2014
Expiration Date: 04/18/2016



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work for:

Millennium Communications Group, Inc.

Responsible Representative(s):

Robert Ritchie, President
Kenneth McLaughlin, Vice-President
Ronald Cassel, CEO
Glenn Creamer, Member
J. Fletcher Creamer Jr., Member
Dale Creamer, Director

Responsible Representative(s):

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Gary Hartwig

From: CClass@treas.state.nj.us
Sent: Monday, March 31, 2014 8:46 AM
To: Gary Hartwig
Subject: Notice of Classification

MILLENNIUM COMM GROUP INC
11 MELANIE LN - UNIT 13
EAST HANOVER, NJ 07936

State of New Jersey



DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND
CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034



NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$15,000,000	C052 -AUDIO-VISUAL SYSTEMS	04/13/2014	04/12/2016
	C048 -COMMUNICATION SYSTEMS	04/13/2014	
	C122 -FIBER INSTALLATION / SPLICING ONLY license #: 281	04/13/2014	
	C120 -INSIDE PLANT CABLE license #: 281	04/13/2014	
	C121 -OUTSIDE PLANT CABLE license #: 281	04/13/2014	
	C050 -SECURITY/INTRUSION ALARMS	04/13/2014	

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc/Assets/Files/dpme-27_03_07.pdf.



CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

New Jersey Office of the Attorney General

Division of Consumer Affairs
Board of Examiners of Electrical Contractors
124 Halsey Street, 6th Floor, Newark, NJ 07102



JOHN J. HOFFMAN
Acting Attorney General

STEVE C. LEE
Acting Director

Mailing Address:
P.O. Box 45006
Newark, NJ 07101
(973) 504-6410

April 14, 2014

Mr. Ron Cassel
MILLENNIUM COMMUNICATIONS GROUP INC.
11 Melanie Lane
East Hanover NJ 07936

RE: Telecommunications Wiring Exemption Card

Dear Mr. Ron Cassel:

Attached is the Telecommunications Wiring Exemption Card.

Please be advised that pursuant to N.J.A.C. 13:31-4.1, the Telecommunications Wiring Exemption, amended and recodified on June 3, 2002 by the Board of Examiners of Electrical Contractors, the exempt entity shall:

(g) Notify the Board in writing of any change of address within 10 days of the address change.

(h) Notify the Board in writing of any change in name, ownership, or form of ownership, within 30 days of such change.

These changes must be reported in writing to the Board of Examiners of Electrical Contractors, P.O. Box 45006, Newark, New Jersey 07101.

Additionally, any questions concerning your exemption or your card should be directed to the Board by calling (973) 504-6410.

Sincerely,

David Freed
Acting Executive Director

	New Jersey Office of the Attorney General	
	Division of Consumer Affairs	
	Board of Examiners of Electrical Contractors	
	TELECOMMUNICATIONS	
	Limited Wiring Exemption*	
Issued to:	Millennium Communications Group Inc.	
	11 Melanie Lane	
	East Hanover, NJ 07936	
	2345	
Signature of holder	Exemption No.	

Request for Taxpayer

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Millennium Communications Group, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

11 Melanie Lane, Unit 13

City, state, and ZIP code

East Hanover, NJ 07936

List account number(s) here (optional)

Requester's name and address (optional)

City of Jersey City

280 Grove Street

280 Grove Street
Jersey City, NJ 07302

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social-security-number

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of
U.S. person ►

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that this TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 14.631

Agenda No. _____ 10.N

Approved: _____ SEP 23 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ALLIED ENVIRONMENTAL SIGNAGE FOR THE DESTINATION J.C. WAYFINDING SIGNAGE MAINTENANCE PROGRAM, PHASE 3, PROJECT NO. 13-007 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC TRANSPORTATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised bids for **THE DESTINATION J.C. WAYFINDING SIGNAGE MAINTENANCE PROGRAM, PHASE 3, PROJECT NO. 13-007** for the Department of Public Works/Div. of Architecture, Engineering, Traffic and Transportation pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **One (1) Bid**, the sole bid being that from **Allied Environmental Signage, LLC.**, 69 Megill Road, Farmingdale, NJ, 07727, in the total bid amount of **One Hundred Sixty Two Thousand, Five Hundred (\$162,500.00) Dollars**; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the sum of **One Hundred Sixty Two Thousand, Five Hundred (\$162,500.00) Dollars**, are available in the 2014 temporary and permanent budget; and

WHEREAS, the funds for this purchase are available in **NJDOP ATP-2013 Acct #02-213-40-369-314** and **City Capital Acct #04-215-55-916-990**; and

Dept. of Public Works/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
02-213-40-369-314	114711	NJDOP ATP-2013	\$100,000.00
		Base Bid Total	
04-215-55-916-990	114712	City Capital Acct	\$ 62,500.00
04-215-55-916-990	114713	City Capital Acct-Contingency	\$ 16,250.00
		Total Encumbrance	\$178,750.00

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. Seq.

WHEREAS, if funds are not available for the contract in the 2014 temporary and permanent budgets, the contract will be terminated.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Allied Environmental Signage** be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

(Continued on page 2)

City Clerk File No. Res. 14.631Agenda No. 10.N SEP 23 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ALLIED ENVIRONMENTAL SIGNAGE FOR THE DESTINATION J.C. WAYFINDING SIGNAGE MAINTENANCE PROGRAM, PHASE 3, PROJECT NO. 13-007 FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC TRANSPORTATION

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below.

Dept. of Public Works/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
02-213-40-369-314	114711	NJDOP ATP-2013	\$100,000.00
04-215-55-916-990	114712	City Capital Acct	\$ 62,500.00
		Base Bid Total	\$162,500.00
04-215-55-916-990	114713	City Capital Acct-Contingency	\$ 16,250.00
		Total Encumbrance	\$178,750.00

Approved by Peter Polgado, RPPS
for Peter Polgado, Director of Purchasing, QPA

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ALLIED ENVIRONMENTAL SIGNAGE FOR THE DESTINATION J.C. WAYFINDING SIGNAGE MAINTENANCE PROGRAM, PHASE 3, JC PROJECT NO: 13-007 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	ADMINISTRATION	ARCH, ENG. TRAFFIC & TRANS.
Name/Title	Stanley Huang	Municipal Engineer
Phone/email	201-547-5965	Stanley@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

This project involves the repair and / or replacement of existing Destination Jersey City Wayfinding Signs at various locations. It includes replacing missing panels, sign posts and the installation of new signs with concrete foundations. NJDOT requires a signage maintenance program to have the existing Wayfinding signs in readable conditions for the public. Jersey City anticipates the signs continue to direct the public to various recreation, educational and cultural centers.

Cost (Identify all sources and amounts)

Total Amount Encumbered = \$178,750.00
Total Base Bid = \$162,500.00
10% Contingency = \$16,250.00

Funding Sources

NJDOT ATP-2013 – Acct: 02-213-40-369-314
City Capital/Wayfinding – Acct: 04-215-55-916

Contract term (include all proposed renewals)**Type of award**

PUBLIC BID

If "Other Exception", enter type

Additional Information

One (1) bid received on Tuesday, August 19, 2014 – Allied Environmental Signage, LLC

State funded project must be awarded by November 7, 2014

I certify that all the facts presented herein are accurate.


Robert Kaleski, BA
Signature of Department Director

September 17, 2014
Dated



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 9, 2014

TO : Rolando R. Lavarro, Council President and
Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director *BFW*

SUBJECT : **RECOMMENDING AWARD OF CONTRACT**
Allied Environmental Signage
69 Megill Road, Farmingdale, NJ 07727

PROJECT : **Destination, JC Wayfinding Sign Maintenance**
Program, Phase III – JC Project No: 13-007

Attached for your consideration is a resolution authorizing award of contract to Allied Environmental Signage LLC in the total amount of \$178,750.00 for the repair and/ or replacement of existing Destination Jersey City Wayfinding Signs at various locations citywide. This contract includes replacing missing panels, sign posts and the installation of new signs with concrete foundations.

NJDOT requires a signage maintenance program to have the existing Wayfinding signs in readable conditions for the public. Jersey City anticipates the signs continue to direct the public to various recreational, educational and cultural centers.

Funding for this project was made possible through a grant from New Jersey Department of Transportation Annual Transportation Program (2013-ATP) and city capital improvement funds.

Attachments

c: Robert Kakoleski, Business Administrator
Stanley Huang, Municipal Engineer



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: September 9, 2014

TO: Peter Folgado, Purchasing Director

FROM: Robert Kakoleski, Business Administrator

SUBJECT: Recommendation Letter – Award of Contract

PROJECT: Destination JC Wayfinding Signage Maintenance Program, Phase 3
Jersey City Project No: 13-007

Please be advised, after careful and thorough review of the bid received for wayfinding signage maintenance program, I recommend that the contract be awarded to:

ALLIED ENVIRONMENTAL SIGNAGE
69 MEGILL ROAD
FARMINGDALE, NEW JERSEY 07727

TOTAL CONTRACT AMOUNT = \$ 178,750.00

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the September 23rd Council Meeting.

Req. 0166910	Acct: 02-213-40-369-314	NJDOT Grant ATP-2013	\$100,000.00
Req. 0166911	Acct: 04-215-55-916-990	Wayfinding Sign Maint.	\$ 62,500.00
Req. 0167425	Acct: 04-215-55-916-990	Wayfinding Sign Maint.	\$ 16,250.00

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at ext. 5146/47.

C: Brian Weller, Division Director, AETT
Stanley Huang, Municipal Engineer
Raquel Tosado, Contracts Manager
Paola Campbell, Purchasing Division
Dawn Odom, Supv. Admin. Analyst



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

DATE : September 10, 2014

TO : Robert Kakoleski, Business Administrator

FROM : Brian F. Weller, L.L.A., A.S.L.A., Director, Division of Architecture, Engineering, Traffic and Transportation *BFW*

SUBJECT : Destination J.C. Wayfinding Signage Maintenance Program, Phase 3
J.C. Project #13-007
Re: Award Recommendation

This Division has reviewed the one (1) bid received on Tuesday, August 19, 2014 for the above-mentioned project and find this base bid submitted by Allied Environmental Signage (Allied), 69 Megill Road, Farmingdale, New Jersey 07727 to be acceptable. Attached, please find a copy of the Summary of Bids Table.

Please advise the Division of Purchasing to prepare a Resolution to award this contract to Allied for the September 23, 2014 Municipal Council Meeting.

ab
Attachments

c: Peter Folgado, Purchasing Director
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division

J.C. WAYFINDING SIGNAGE MAINTENANCE PROGRAM PHASE 3, PROJECT NO:13-007

Bid Received 08/19/2014			ENGINEER'S ESTIMATE		Allied Environmental: Signage		Average	
ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Destination Directional Sign-Dest. 1 Provide and Install, Complete and in Place	6 unit	\$4,360.00	\$26,160.00	\$3,400.00	\$20,400.00	\$3,880.00	\$23,280.00
2	Destination Directional Sign-Dest. 2 Provide and Install, Complete and in Place	6 unit	\$4,580.00	\$27,480.00	\$3,800.00	\$21,600.00	\$4,080.00	\$24,540.00
3	Destination Directional Sign-Dest. 3 Provide and Install, Complete and in Place	5 unit	\$5,260.00	\$26,300.00	\$3,800.00	\$19,000.00	\$4,550.00	\$22,650.00
4	Destination Directional Sign-Dest. 4 Provide and Install, Complete and in Place	1 unit	\$4,550.00	\$4,550.00	\$3,200.00	\$3,200.00	\$3,880.00	\$3,880.00
5	District Directional Sign-Dest. 1 Provide and Install, Complete and in Place	1 unit	\$4,580.00	\$4,580.00	\$4,600.00	\$4,600.00	\$4,590.00	\$4,590.00
6	District Directional Sign-Dest. 2 Provide and Install, Complete and in Place	4 unit	\$4,900.00	\$19,600.00	\$4,100.00	\$16,400.00	\$4,500.00	\$18,000.00
7	District Directional Sign-Dest. 3 Provide and Install, Complete and in Place	2 unit	\$5,430.00	\$10,860.00	\$4,300.00	\$8,600.00	\$4,865.00	\$9,730.00
8	Gateway Sign-Gate 1, Provide and Install, Complete and in Place	1 unit	\$16,970.00	\$16,970.00	\$16,500.00	\$16,500.00	\$16,735.00	\$16,735.00
9	Gateway Sign-Gate 1, Replace Post and Sign Panel	1 unit	\$14,470.00	\$14,470.00	\$10,500.00	\$10,500.00	\$12,485.00	\$12,485.00
10	Informational Sign-Info 2, Provide and Install, Complete and in Place	1 unit	\$3,680.00	\$3,680.00	\$3,000.00	\$3,000.00	\$3,340.00	\$3,340.00
11	Destination Directional Dest. 3 Sign, Replace Post and Sign Panel	1 unit	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$2,650.00	\$2,650.00
12	Destination Directional Dest. 1 Sign, Replace Sign Panel Only	5 unit	\$1,015.00	\$5,075.00	\$1,000.00	\$5,000.00	\$1,007.50	\$5,037.50
13	Destination Directional Dest. 3 Sign, Replace Sign Panels Only	1 unit	\$1,380.00	\$1,380.00	\$1,500.00	\$1,500.00	\$1,430.00	\$1,430.00
14	Departure Sign 2B, Cut Post Stub, Discard	1 unit	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
15	Gate Sign-Gate 2, Replace Post and Sign Panels	1 unit	\$3,500.00	\$3,500.00	\$2,800.00	\$2,800.00	\$3,050.00	\$3,050.00
16	Destination Directional Sign-Dest. 1, Remove Completely	1 unit	\$500.00	\$500.00	\$250.00	\$250.00	\$375.00	\$375.00
17	Destination Directional Sign-Dest. 4, Replace Sign Panels Only	1 unit	\$1,410.00	\$1,410.00	\$1,300.00	\$1,300.00	\$1,355.00	\$1,355.00
18	Destination Directional Sign-Dest. 2, Replace Sign Panels Only	1 unit	\$1,210.00	\$1,210.00	\$1,900.00	\$1,900.00	\$1,555.00	\$1,555.00
19	Destination Directional Sign-Dest. 1, Cut Existing Post Stub, Discard	1 unit	\$500.00	\$500.00	\$250.00	\$250.00	\$375.00	\$375.00
20	Gate Sign-Gate 2, Replace Sign Panels Only	2 unit	\$2,500.00	\$5,000.00	\$1,100.00	\$2,200.00	\$1,800.00	\$3,600.00
21	District Directional Sign-Dest. 2, Remove Completely	1 unit	\$500.00	\$500.00	\$250.00	\$250.00	\$375.00	\$375.00
22	District Directional Sign-Dest. 1, Replace Post and Sign Panels	1 unit	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00	\$2,450.00	\$2,450.00
23	Traffic Director, Jersey City Police	1 LS	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
TOTAL BASE BID AMOUNT				\$196,965.00	\$162,500.00		\$179,732.50	

Department of Administration
Division of Architecture, Engineering, Traffic
and Transportation

Prepared: 8-22-14

By: Angel Alvarado

AA

10/04/2012

CITY OF JERSEY CITY
Department of Administration
Division of Architecture, Engineering, Traffic & Transportation

MEMORANDUM

DATE: August 25, 2014
FROM: Stanley Huang, Angel Alvarado
TO: Brian Weller, Division Director
SUBJECT: Award Recommendation
PROJECT: Destination J.C. Wayfinding Signage Maintenance Program, Phase 3
J.C. Project #13-007


This Division has reviewed the one (1) bid received on Tuesday, August 19, 2014 for the above mentioned project and find this base bid submitted by Allied Environmental Signage, 69 Megill Road, Farmingdale, New Jersey 07727 to be acceptable to this division. Attached, please find a copy of the Summary of Bids Table.


Please advise the Division of Purchasing to prepare a Resolution to award a contract to Allied Environmental Signage, on the next available council meeting for the total construction base bid amount of \$162,500.00 plus a 10% contingency of \$16,250.00 for a total encumbrance of \$178,750.00.

This project is to be funded as shown below and as per the original attached hard copy purchase requisitions previously transmitted electronically. Please have Purchasing assign and type the appropriate purchase order numbers on the Resolution.

<u>Funding Source</u>	<u>Account No.</u>	<u>Amount</u>	<u>Req. No.</u>
NJDOT ATP-2013	02-213-40-369-314	\$100,000.00	0166910
2013 Engineering Capital Acct.	04-215-55-916-990	\$100,000.00	0166911

Should you have any questions or need additional information, please call our office at x4412.


Stanley Huang
City Engineer


Angel Alvarado
Project Manager

Cc: Robert Kakoleski, B.A.
Dawn Odom, Supervising Administrative Analyst
File: #13-007



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	ALLIED ENVIRONMENTAL SIGNAGE LIMITED LIABILITY COMPANY
Trade Name:	
Address:	69 MEGILL ROAD FARMINGDALE, NJ 07727
Certificate Number:	1479480
Effective Date:	April 15, 2009
Date of Issuance:	September 09, 2014

For Office Use Only:
20140909152603941



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1479480 FOR ALLIED ENVIRONMENTAL SIGNAGE LIMITED
LIABILITY COMPANY IS VALID.



**CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS**

PROPOSAL

DO NOT REMOVE THESE PROPOSAL PAGES. SUBMIT THE ENTIRE BOUND ORIGINAL DOCUMENT AS BID PROPOSAL IN A SEALED ENVELOPE LABELED ON BOTH SIDES WITH THE PROJECT TITLE AND TWO COPIES.

**TITLE: DESTINATION JERSEY CITY WAYFINDING
SIGNAGE MAINTENANCE PROGRAM, PHASE 3**

PROJECT NO.: 13-007

COMPANY: —
ADDRESS: — Allied Environmental Signage
 — 69 Megill Road
 — farmingdale NJ 07727
TELEPHONE: — T:732-751-1818 F:732-751-0398
E-MAIL: — Attn:Robert Genz

TO THE CITY OF JERSEY CITY:

In compliance with your Invitation for Bids dated August 19, 2014, we the undersigned hereby declare that we have carefully examined the Plans, Specifications and all other Contract Documents; that we have carefully examined the Project Site and all other matters pertaining to the proposed work; including subsurface conditions and that we propose to furnish all labor, equipment and materials necessary to complete the work in full accordance with the Contract Documents at the price per unit of measure of each scheduled item of work in the following "Schedule of Prices".

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete the project within 180 consecutive calendar days thereafter as stipulated in the specifications. Furthermore, it is understood and agreed in accordance with Article GC-36 "Time for Completion, Liquidated Damages and Extension of Time" that liquidated damages in the amount set forth in Article GC-36 will be charged to the Bidder for each consecutive calendar day of delay until the work is completed and accepted. Bidder acknowledges receipt of the following Addendum:

Addendum No. N/A Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

It is understood and agreed that the Total Price stated by the undersigned in the "Schedule of Prices" is based on the Estimated Quantities and will only control in the awarding of the Contract. It is further understood that the quantities stated in the "Schedule of Prices" for the Items are estimated only and may be increased or decreased as provided in the Specifications.

Attached herewith is a:

_____ (Cashier's Check)
_____ (Certified Check)
(Check one) ☒ (Bid Bond)

in the amount of \$ 20,000.00 representing ten percent (10%) of the Total Price bid; but not more than Twenty Thousand Dollars (\$20,000.00) nor less than Five Hundred Dollars (\$500.00).

The undersigned agrees that this Check or Bid Bond is to be forfeited as liquidated damages and not as a penalty, if the Contract is awarded to the undersigned and the undersigned shall fail to execute the Contract for the Project or forward the required Bonds within the stipulated time. Otherwise, the Check or Bid Bond will be returned to the undersigned.

Choice-of-Retainage:

If the Total Price bid for the Contract work exceeds One Hundred Thousand (\$100,000.00) Dollars the undersigned elects the following option for retainage in accordance with the General Conditions: (check one only)

☒ 2% Cash from each payment.

_____ 2% of Contract Amount in Bearer Bonds or Notes deposited with the City.

Attachments-to-Proposal:

The Bidder is required to submit the following detailed evidence that he has a competent organization which has constructed work similar in amount, value, cost and character, and has sufficient equipment available for the execution of the Contract.

The following attachments shall be submitted by the Bidder and are hereby made part of this Proposal:

1. A sworn statement of work performed during the last three (3) years. (See "1. *Certificate of Experience*")
 2. A sworn statement of Plant and Equipment Questionnaire for use on this Project, consisting of four (4) sheets and attachments prepared by the Bidder. All Bidder's attachments shall be signed. (See attached forms entitled "2. *Plant and Equipment Questionnaire*")
 3. * Recent financial statement. (See attached form entitled "3. *Financial Statement*"). For projects with total base bid price of \$1.0 million or greater, the Financial Statement shall be a Certified Financial Statement prepared within the past fifteen (15) months.
 4. * Affidavit of Non-Collusion. (See attached form entitled "4. *Non-Collusion Affidavit*")
 5. Statement of Corporation or Partnership. (See attached form entitled "5. *Corporation or Partnership Statement*")
 6. * Bidder is required to complete the enclosed Affirmative Action Forms. (See Bid Documents Subsection entitled "EEO/Affirmative Action Requirements")
 7. Bid Guarantee (See Information to Bidders Article No. 9)
 8. Consent of Surety (See Information to Bidders Article No.10)
 9. * Business Registration Certificate issued by the State of New Jersey, Department of the Treasury (See GC-55 NJ Business Registration Requirements for Construction Contracts).
- * May be submitted within twenty four (24) hours after Bid reception. Business registration certificate may be submitted with proposal or prior to the contract award.

Failure to submit the Attachments will result in the rejection of the bid.

BID PROPOSAL CHECK LIST

The following documents are to be completed and submitted with the bid proposal. Compliance shall be indicated by placing initials on the line preceding each item attached:

- ME * List of Prices
- ME * Grand Total Bid Price
- N/A Alternate(s), if applicable, with supporting documentation, if applicable.
- N/A Substitutions, if applicable, are attached in conformance with the Information to Bidders, Article 22, Substitutions
- ME * Certificate of Experience of General Contractor
- N/A Certificate of Experience for subcontractors required to be named pursuant to N.J.S.A. 40A:11-16
- ME * Plant and Equipment Questionnaire completed by General Contractor
- N/A Plant and Equipment Questionnaire completed by Subcontractors required to be named pursuant to N.J.S.A. 40A:11-16
- ME Financial Statement (for projects with total base bid price of \$1.0 million or greater, the Financial Statement shall be a Certified Financial Statement prepared within the past fifteen (15) months.)
- ME Non-Collusion Affidavit
- ME * Corporation or Partnership Statement
- ME Form MWB-3 - Minority/Women Business Compliance Plan (3 Forms)
- ME Exhibit B: Mandatory Equal Employment Opportunity Language (N.J.S.A. 10:5-31 et seq.) (N.J.A.C. 17:27) Construction Contracts must be signed.
- N/A State of New Jersey, Division of Contract Compliance Equal Employment Opportunity in Public Contracts' Initial Project Workforce Report Construction (Form AA-201). **Must be submitted after notification of award but prior to signing a construction contract.** Form AA-201 may be obtained and must be submitted to Jersey City's Public Agency Compliance Officer (P.A.C.O.) at Office of EEO/AA, 280 Grove Street, Room - 103, Jersey City, NJ 07302, Telephone 201-547-4533 and Fax 201-547-5088.
- ME * Bid Bond
- ME * Consent of Surety
- ME Public Works Contractor Registration Certificates for General Contractor and all Subcontractors listed on the Plant and Equipment Questionnaire in the Proposal.
- ME New Jersey Business Registration Certificates of General Contractor and all Subcontractors listed on the Plant and Equipment Questionnaire in the Proposal.
- ME * Written Acknowledgement of Addendum (if issued), on Page P-1 of the Bid Form, pursuant to N.J.S.A. 40A:11-23.2 (e).

Failure to include the Bid Documents listed immediately above that are marked with an asterisk (*) shall result in automatic rejection of the Bid at the time of the Bid reception.

SCHEDULE OF PRICES

ITEM NO. 1

Destination Directional Sign-Dest. 1

Provide and Install, Complete and In Place

Sign No: A28B, A40A, C36, C55, D34L, D48C

6 Units @ \$ 3,400 per Unit

\$ 20,400

Three thousand four hundred dollars
(Write Unit Price)

ITEM NO. 2

Destination Directional Sign-Dest. 2

Provide and Install, Complete and In Place,

Sign No: C22C, C22F, C31, C41, C62, D31

6 Units @ \$ 3,600 per Unit

\$ 21,600

Three thousand six hundred dollars
(Write Unit Price)

ITEM NO. 3

Destination Directional Sign-Dest. 3

Provide and Install, Complete and In Place

Sign No: A19B, C12, C48, C50, C72

5 Units @ \$ 3,800 per Unit

\$ 19,000

Three thousand eight hundred dollars
(Write Unit Price)

ITEM NO. 4

Destination Directional Sign-Dest. 4
Provide and Install, Complete and In Place
Sign No: A201

1 Unit @ \$ 3,200 per Unit

\$ 3,200

Three thousand two hundred dollars
(Write Unit Price)

ITEM NO. 5

District Directional Sign-Dist. 1
Provide and Install, Complete and In Place
Sign No: B37

1 Units @ \$ 4,600 per Unit

\$ 4,600

Four thousand six hundred dollars
(Write Unit Price)

ITEM NO. 6

District Directional Sign-Dist. 2
Provide and Install, Complete and In Place
Sign No: A15, A25A, A27, A35A

4 Units @ \$ 4,100 per Unit

\$ 16,400

Four thousand one hundred dollars
(Write Unit Price)

ITEM NO. 7

District Directional Sign-Dist. 3
Provide and Install, Complete and In Place
Sign No: A28, B112

2 Unit @ \$ 4,300 per Unit

\$ 8,600

Four thousand three hundred dollars
(Write Unit Price)

ITEM NO. 8

Gateway Sign-Gate 1
Provide and Install, Complete and In Place
Sign No: B05

1 Unit @ \$ 16,500 per Unit

\$ 16,500

Sixteen thousand five hundred dollars
(Write Unit Price)

ITEM NO. 9

Gateway Sign-Gate 1
Replace Post and Sign Panel
Sign No: C01

1 Unit @ \$ 10,500 per Unit

\$ 10,500

ten thousand five hundred dollars
(Write Unit Price)

ITEM NO. 10

Informational Sign-Info 2
Provide and Install, Complete and In Place
Sign No: D61

1 Units @ \$ 3,000 per Unit

\$ 3,000

three thousand dollars
(Write Unit Price)

ITEM NO. 11

Destination Directional-Dest 3 Sign
Replace Post and Sign Panel
Sign No: C60B

1 Units @ \$ 2,800 per Unit

\$ 2,800

two thousand eight hundred dollars
(Write Unit Price)

ITEM NO. 12 Destination Directional-Dest. 1 Sign
Replace Sign Panels Only
Sign No: A40B, A43, C30B, C67, D37A

5 Unit @ \$ 1,000 per Unit

\$ 5,000

one thousand dollars
(Write Unit Price)

ITEM NO. 13 Destination Directional-Dest. 3 Sign
Replace Sign Panels Only
Sign No: B05A

1 Unit @ \$ 1,500 per Unit

\$ 1,500

one thousand five hundred dollars
(Write Unit Price)

ITEM NO. 14 Departure Sign 2B
Cut Post Stub. Discard
Sign No: A98

1 Unit @ \$ 250 per Unit

\$ 250

two hundred and fifty dollars
(Write Unit Price)

ITEM NO. 15 Gate Sign-Gate 2
Replace Post and Sign Panel
Sign No: A02

1 Units @ \$ 2,600 per Unit

\$ 2,600

two thousand six hundred dollars
(Write Unit Price)

ITEM NO. 16 Destination Directional Sign-Dest. 1
Remove Completely
Sign No: A06

1 Units @ \$ 250 per Unit

\$ 250

two hundred and fifty dollars
(Write Unit Price)

ITEM NO. 17 Destination Directional Sign-Dest. 4
Replace Sign Panels Only
Sign No: B41CC

1 Units @ \$ 1,300 per Unit

\$ 1,300

one thousand three hundred dollars
(Write Unit Price)

ITEM NO. 18 Destination Directional Sign-Dest. 2
Replace Sign Panels Only
Sign No: A39

1 Units @ \$ 1,900 per Unit

\$ 1,900

one thousand nine hundred dollars
(Write Unit Price)

ITEM NO. 19 Destination Directional Sign-Dest. 1
Cut Existing Post Stub. Discard
Sign No: A51

1 Units @ \$ 250 per Unit

\$ 250

two hundred and fifty dollars
(Write Unit Price)

ITEM NO. 20 Gate Sign-Gate 2
Replace Sign Panels Only
Sign No: C03D, C03E

2 Units @ \$ 1,100 per Unit

\$ 2,200

one thousand one hundred dollars
(Write Unit Price)

ITEM NO. 21 District Directional Sign-Dist. 2
Remove Completely
Sign No: A17B

1 Units @ \$ 250 per Unit

\$ 250

two hundred and fifty dollars
(Write Unit Price)

ITEM NO. 22 District Directional Sign-Dist. 1
Replace Post and Sign Panels
Sign No: A27A

1 Units @ \$ 2,400 per Unit

\$ 2,400

two thousand four hundred dollars
(Write Unit Price)

CONSTRUCTION BASE BID PRICE

\$ 144,500

(In figures)

one hundred and forty four thousand five hundred dollars and zero cents
(Price in Words, Dollars and Cents)

ITEM NO. 23 TRAFFIC DIRECTORS, J.C. POLICE
(INCLUDING VEHICLE AND FUEL)

\$ 18,000.00

1 @ \$ 18,000.00

Lump Sum

Eighteen Thousand Dollars and Zero Cents
(Price in Words, Dollars and Cents)

TOTAL CONSTRUCTION BASE BID PRICE (INCLUDING ITEM 23)

\$ 162,800
(In figures)

one hundred and sixty two thousand five hundred dollars and zero cents
(Price in Words, Dollars and Cents) (MF)

Minority/Women Business Participation
In City Construction Contracts
City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

I Policy

The City of Jersey City has a policy of equal opportunity and nondiscrimination in public contracting based on race, national origin or gender. Further, the City's policy is to encourage increased participation of minority owned businesses in city contracts. This is in accordance with N.J.S.A. 10:5-32, which provides that public works contracts shall provide for equality in opportunity by any contractor engaged in a public works project.

The City has determined that a "responsible" bidder does not engage in unlawful race or gender discrimination in its awarding of subcontracts or the purchase of supplies used in construction, and does make reasonable efforts to solicit and award subcontracts to minority and female businesses.

II Purpose

The city has adopted regulations to assure that bidders receiving City Constructions are not engaged in unlawful discrimination and make reasonable good faith to include persons of color and women owned businesses as subcontractors. The intent and purpose of these procedures is not to require that a specific proportion of every contract be allocated to minority and women owned businesses, but to assure that they are included in the competitive process and have opportunities to participate in the city's publicly contracted projects. Pursuant to this policy, contractor is expected to include minority/women owned businesses in all formal or informal invitations to quote, etc, and to make every reasonable effort to provide subcontracting opportunities to qualified minority and women owned businesses.

The purpose of the "participation levels" referred to herein is to help the city determine whether the contractor has met the requirements of nondiscrimination and of good faith efforts to make subcontracting opportunities available to minority and woman owned businesses. These regulations presume that contractors who have attained or exceeded the suggested participation levels for minority and female subcontractor participation on particular City construction contracts are not engaging in unlawful sex or racial discrimination and have engaged in reasonable efforts to involve minority and female subcontractors. A contractor who is unable to attain or exceed such levels may have its subcontracting practices examined by the city to determine if it is engaging in unlawful discrimination in subcontracting practices or has failed to engage in reasonable outreach efforts.

III Suggested participation level for minority and women owned subcontractors:

- A. Suggested levels of participation for minority owned subcontractors and women owned subcontractors are determined based on estimates of the dollar value of the work in the various disciplines which may be subcontracted and the availability of minority and woman owned prospective subcontractors in the applicable work areas as reflected in the "SAVI II" database maintained by the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses. The Office of the Minority & Women Business Enterprise Program maintains and updates a listing of minority and women owned businesses (M/WB's) providing various categories of goods and services. Minority and/or women owned businesses (M/WB's) are those registered as such with the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses (SAVI II database). In addition, bona fide minority or women owned businesses that are not so registered will be accepted as such pending completion of the registration process, on recommendation of the Minority/ Women Business Enterprise Development Program (MWBE Director).
- B. In the event the contractor who is awarded the contract elects to perform in-house, with its own personnel and resources, parts of the job included in the subcontracting estimate, the participation levels will be adjusted accordingly.
- C. Suggested participation levels for this project are:
- Minority Owned20% of the total dollar amount of the contract
- Woman owned20% of the total dollar amount of the contract

IV Availability of information/referral lists of minority/women businesses

- A. To assist the successful bidder in identifying prospective M/WB subcontractors for various areas of work included in the project, after notification that the City Council has awarded the contract but prior to the execution of the contract, the successful bidder should contact the M/WBE Director with regard to meeting the City's suggested participation levels of M/WB contractors in the specific disciplines involved in the project.

Identification and/or establishment of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform. Such identification/establishment are made for the sole purpose of identifying minority and women owned businesses in the required areas of work. Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements is to be construed as changing in

any way the provision that "bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work . . .", or any other provision of these specifications.

V. Bidders will submit with bid proposal:

1. Plan for outreach to and utilization of minority and/or women owned businesses as subcontractors, including bidder's anticipated level for M/WB's in each specialty, which parts of the contract bidder plans to subcontract, and which parts of the contract bidder anticipates subcontracting to M/WB's (Form MWB-3)
2. As to subcontractors required to be submitted with the bid proposal pursuant to NJSA 40A:11-16, or any additional subcontractors requested for bid submission by the architect Engineer, bidder will indicate, on Form WMB-3, if any, are minority or woman owned, and what efforts were made to offer subcontracting opportunities to MWB's in these disciplines, including "solicitation list" of contractors solicited to quote on the job and "commitment lists" of those awarded or to be awarded subcontracts.
3. Bidders will provide a separate copy of items 1 and 2 above, which the Purchasing Agent will forward to the MWBE director for review.

VI. The following applies to the apparent lowest responsive bidder, or three lowest responsive bidders, after results of bid reception have been announced by the Purchasing Agent:

- A. MWBE director will review forms/information submitted by apparent lowest responsible bidder (or three lowest responsible bidders) as part of the bid/proposal, for compliance with nondiscrimination and minority/ women business outreach requirements. These will be preliminary findings, subject to receipt and review of further information/documentation indicated below.
- B. MWBE Director may communicate with apparent lowest responsible bidder (or three lowest) requesting further information about subcontractors solicited and subcontractors engaged, and which if any are minority or woman owned, and if appropriate, offering assistance in identifying prospective minority/women subcontractors. (See Form MWB-5). Contractor will have one week to respond. If contractor fails to respond this may result in the bid being found non-responsive, on recommendation of the MWBE Director in consultation with the Corporation Counsel.
- C. MWBE review will include

1. Verifying that proposed subcontractors listed as M/WB's are listed in the State of NJ SAVI II database or other recognized MWBE listings, e.g., New Jersey Transit, Port Authority, etc. If not, director will attempt to ascertain whether said subcontractors are in fact person of color and/or woman owned and controlled, and provide assistance to proposed subcontractors in registering with SAVI II. If MWBE Director has reason to believe the proposed subcontractor is not a bona fide or woman owned and operated business he/she will inform the bidding contractor and the city officials referred to in this section, and may require further verification.

2. Verifying whether bidder has achieved the suggested levels of MWBE participation.

3. If not, reviewing the contractor's efforts as documented and the contractor's reasons for not achieving such levels.

D. Findings/Recommendations as to compliance

1. If the bidder's MWBE targeted participation levels are achieved, bidder will be presumed not to be engaging in unlawful racial and gender discrimination in the selection of subcontractors and suppliers and will be presumed to have engaged in reasonable outreach efforts.

If the participation levels are not achieved by the bidder, the MWBE director in consultation with the Corporation Counsel will review the contractor's outreach efforts and subcontracting practices to determine if it has engaged in reasonable efforts to provide subcontracting opportunities to minority owned businesses, or if it has engaged or is engaging in unlawful race or sex discrimination.

3. If said review indicates that the bidder has made reasonable efforts to include minority as subcontractors and suppliers and has not engaged in unlawful race and sex discrimination, the bidder will be in compliance with the requirements of these provisions.

4. If said review indicates that the bidder has failed to make reasonable efforts to provide opportunities to minority businesses as subcontractors and suppliers, has or has engaged in unlawful race and sex discrimination, the bidder will be deemed not responsible under the provisions of these regulations and the provisions of the specifications. Such recommendation will be made by the MWBE director to the Purchasing Agent in consultation with the Corporation Counsel. Any bidder whose bid is rejected based on finding of discrimination may request and receive a hearing in accordance with applicable law (local, state and federal).

5. The review and recommendation process referred to in sections C and D should be completed within two weeks.

VII Awarding of contract

- A. The contract will include a provision that Contractor will continue to comply with the provisions of the Minority/Women Business Program requirements and the MWB participation levels agreed upon.
- B. The MWBE Director will monitor contractor's compliance. In the event that additional or other subcontracting awards become necessary during the course of the project, the MWBE Director will continue to assist in identification of prospective minority/ women subcontractors as appropriate.

(REVISED 4/13)

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO

EXHIBIT B (2 of 4)

Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Dept. of LWD, Construction EEO Monitoring Program pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

EXHIBIT B (3 of 4)

- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
- (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT B

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Construction Contracts

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Michael Flanagan, Managing Member
Representative's Signature: [Signature]
Name of Company: Alfred E. Flanagan & Son, Inc. Tel. No.: 908-751-1912 Date: 2/14/14

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FD-111A-361
Revised 11/71

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: http://www.state.nj.us/treasury/construction_compliance/pdffa201ins.pdf

1. FO NUMBER		2. CONTRACTOR ID NUMBER		3. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	
				Name: Address:	
4. NAME AND ADDRESS OF PRIME CONTRACTOR				5. NAME AND ADDRESS OF PROJECT	
(Name)				Name: Address:	
(Street Address)				7. PROJECT NUMBER	
(City) (State) (Zip Code)				8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/> NO <input type="checkbox"/>	
9. IS THIS COMPANY MINORITY OWNED <input type="checkbox"/> OR WOMAN OWNED <input type="checkbox"/>				COUNTY	
9. TRADE OR CRAFT		PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES	
		MALE FEMALE		MALE FEMALE	
		J AP J J AP		J AP J J AP	
1. ASBESTOS WORKER					
2. BRICKLAYER OR MASON					
3. CARPENTER					
4. ELECTRICIAN					
5. GLAZIER					
6. HVAC MECHANIC					
7. IRONWORKER					
8. OPERATING ENGINEER					
9. PAINTER					
10. PLUMBER					
11. ROOFER					
12. SHEET METAL WORKER					
13. SPRINKLER FITTER					
14. STEAMFITTER					
15. SURVEYOR					
16. TILER					
17. TRUCK DRIVER					
18. LABORER					
19. OTHER					
20. OTHER					

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code) (Telephone Number) (Ext.)

(Date)

Sample Initial Project Workforce Report Form AA201

Instructions

INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT WORKFORCE REPORT - CONSTRUCTION (AA201)

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned.
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian. (J=Journeyworker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior signing the contract.

THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT AND FORWARD A COPY TO:

NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550

State Of New Jersey
Department of Labor & Workforce Development
Construction EEO Compliance Monitoring Program

For instructions on compiling the form, go to:
https://www.irs.gov/irm/104/1040101_01_001.pdf

For instructions on completing the form, go to: http://www.state.tx.us/forms/energy/energy/comp/comp.pdf		3. FID or SS Number		
1. Name and Address of Prime Contractor		2. Contractor ID Number		
		6. Reporting Period		
Agency		5. Public Agency Awarding Contract		Date of Award
State or Locality		6. Name and Location of Project		County
				7. Project ID Number

[illegible]

2024	2024	2024
2024	2024	2024

AA-13

Sample Monthly Project Workforce Report Form AA202

Instructions

INSTRUCTIONS FOR COMPLETING MONTHLY PROJECT WORKFORCE REPORT - (AA202)

1. Enter the prime contractor's name, address and zip code number.
2. Enter the CONTRACTOR ID NUMBER assigned by the Dept. of Labor & Workforce Development.
3. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has not been applied for or issued, or if your business is such that it will not receive a Federal Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
4. Reporting Period - enter the beginning and ending dates of the month for the report being submitted. (i.e., 1/1/00 - 1/31/00).
5. Enter the complete name of the public agency awarding the contract. Include the date of contract award.
6. Enter the name and location of the project, including the county in which the project is located.
7. Enter the PROJECT NUMBER assigned by the Dept. of Labor & Workforce Development Construction EEO Compliance Monitoring Program.
8. Enter the company name(s) of the contractor(s) performing work at the construction site. List the prime contractor first with subcontractor(s) following.
9. Enter the total percent (%) of project work the contractor or subcontractor has completed, to date.
10. Identify the trades or crafts applicable to the prime contractor and each subcontractor listed in column 8. Use a single line for each trade or craft.
11. Enter the total number of employees for each contractor at each level of classification (1-Journeyworker, apprentice and the total number of each minority group - Black, Hispanic, American Indian, Asian and Female. Note: Column A shall include Total Number of employees. Columns B-E shall also include minority females. Column F shall include both non-minority and minority females.
12. Enter the total number of minority employees for each employer at each level of classification. Note: This shall be the sum of columns B-F.

13. Enter the Total Monthly work hours for all employees in each craft at each level of classification (Columns B-F).
14. (A) Enter the Total Monthly PERCENT of minority work hours for each craft at each level of classification. (B) Enter the Total Monthly female work hours for each craft at each level of classification.
15. Enter the Total Cumulative work hours for each craft at each level of classification. (A) Enter the Total Cumulative minority work hours for each craft at each level of classification. (B) Enter the Total Cumulative female work hours for each craft at each level of classification.
16. (A) Enter the Cumulative Percent of minority work hours for each craft at each level of classification. (B) Enter the Cumulative Percent of female work hours for each craft at each level of classification.
17. Print or type the name of the company official submitting the report, including signature, title, telephone number and date the report is submitted.

THIS AGENCY SHOULD RETAIN ONE COPY AND SUBMIT A COPY TO THE PUBLIC AGENCY WHICH AWARDED THE CONTRACT. ANOTHER COPY MUST BE FORWARDED TO:

New Jersey Department of Labor & Workforce Development
Construction EEO Compliance Monitoring Program
PO Box 2009
Trenton, NJ 08646-0209
609 292-9330

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Michael Finnegan, Managing Member
Representative's Signature: [Signature]
Name of Company: Affiliated Environmental Services
Tel. No.: 732-781-1812 Date: 8/18/94

SAMPLE LETTER TO THE UNION

(CONTRACTOR'S LETTER HEAD)

Date: _____

Local Union: _____

Re: _____ Project, Jersey City, NJ

This company is about to enter into a contract with the City of Jersey City for the above project. A condition of the contract is compliance with the state approved affirmative action program, which requires that we make a good faith effort to use minority workers in each construction trade to the extent of ____% of the total work hours, and female workers to the extent of 6.9% of total work hours.

We are further required to submit a statement from an authorized union official, that the union will take such actions as may be necessary with respect to the referral and employment of minority group persons in order to enable this contractor to meet its obligations under the affirmative action plan.

We solicit your help and cooperation, by engaging in aggressive recruitment of minority workers, providing us with the statement requested, and advising whether the union will be able to fulfill our work force needs as indicated.

Very Truly Yours,

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Alfred Environmental Services
Address : 69 McGill Road, Farmingdale, NY 07727
Telephone No. : 732-761-1818
Contact Name: Michael Francigan

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Allied Environmental Services
Address : 69 McGill Road, Farmingdale, NJ 07727
Telephone No. : 732-781-1818
Contact Name: Michael Emergence

Please check applicable category :

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
 CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR
 PROPOSAL (or within 24 hours thereafter)

City of Jersey City
 Department of Administration
 Office of Equal Opportunity/Affirmative Action

Project: Jersey City W.F. Savage Maintenance Program # 13-007

Contractor: Allied Environmental Services Bid Amt. \$

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
N/A				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
 Department of Administration
 Office of Equal Opportunity/Affirmative Action

Project: Jersey City WEF Sewerage Maintenance Program # 13-007
 Contractor: Allied Environmental Service Bid Amt. \$

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
N/A				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

MWBE Page 3 Project Jersey City WF Sewage Maintenance Program - Phase 3

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
<u>N/A</u>					

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Most of our projects are completed by 100% of our own work force.

Name of Contractor

By: Signature

Type or print name/title: Michael Frerigan, Manager

Telephone No: 732-751-1818 Date 8/18/14

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

EQUAL EMPLOYMENT OPORTUNITY COPY

MWBE Page 3 Project Jersey City WF Signage Maintenance Program - Phase 3

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business		
			Check appropriate column		
			Minority	Woman	Neither
<u>N/A</u>					

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Most of our projects are completed by 100% of our own work force.

Name of Contractor

By: Signature

Type or print name/title:

Telephone No:

Date

For City Use:

Acceptable M/W Business Participation levels for this Project:

By

Date

PURCHASING COPY

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.632

Agenda No. 10.0

Approved: SEP 23 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO LOUIS GARGIULO CO., INC. FOR CITY HALL- NEW SECONDARY ELECTRIC SERVICE, PROJECT NO. 2013-009 FOR THE DEPARTMENT OF PUBLIC WORKS /DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC TRANSPORTATION

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised bids for **City Hall- New Secondary Electric Service, Project No. 2013-009** for the Department of Public Works/Div. of Architecture, Engineering, Traffic and Transportation pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Four (4) Bids**, the lowest responsible bid being that from **Louis Gargiulo Co., Inc. 44 State Street, Jersey City, NJ 07304**, in the total bid amount of **Five Hundred Thirty Seven Thousand, (\$537,000.00) Dollars**; and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the sum of **Five Hundred Thirty Seven Thousand, (\$537,000.00) Dollars**, are available in the 2014 temporary and permanent budget; and

WHEREAS, the funds for this purchase are available in **City Capital Acct #04-215-55-927-990**; and

Dept. of Public Works/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
04-215-55-927-990	114715	City Capital Acct	\$537,000.00
		Bid Total	
04-215-55-927-990	114716	Contingency	<u>\$107,400.00</u>
		Total Encumbrance	<u>\$644,400.00</u>

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. Seq.

WHEREAS, if funds are not available for the contract in the 2014 temporary and permanent budgets, the contract will be terminated.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Louis Gargiulo Co., Inc** be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO LOUIS GARGIULO CO., INC. FOR CITY HALL- NEW SECONDARY ELECTRIC SERVICE, PROJECT NO. 2013-009 FOR THE DEPARTMENT OF PUBLIC WORKS /DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC TRANSPORTATION

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below.

Dept. of Public Works/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #		Amount
04-215-55-927-990	114715	City Capital Acct	\$537,000.00
		Bid Total	
04-215-55-927-990	114716	Contingency	<u>\$107,400.00</u>
		Total Encumbrance	<u>\$644,400.00</u>

Approved by Peter Holgado, RPPS
Peter Holgado, Director of Purchasing, QPA

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO LOUIS GARGIULO COMPANY, INC. FOR CITY HALL - NEW SECONDARY ELECTRIC SERVICE, PROJECT NO. 2013-009 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Architecture, Engineering and Traffic
Name/Title	Brian F. Weller, L.L.A.	Director
Phone/email	(201) 547-5900	wellerb@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

There exists a need for a new secondary electric service at City Hall, 280 Grove Street, Jersey City, New Jersey. This was a public bid. Four (4) Bids were received.

Enterprise Electric, Inc.	\$476,000.00	withdrew their bid
Louis Gargiulo Company, Inc.	\$537,000.00	
Arco Construction Group	\$545,050.00	
D'Elia Electric, Inc.	\$672,093.00	

Cost (Identify all sources and amounts)**Various Buildings Sandy Account**

04-215-55-927-990 \$537,000.00
04-215-55-927-990 \$107,400.00 (20% Contingency)

Contract term (include all proposed renewals)

Approximately 4-1/2 months

Type of award **Public Bid Award**

If "Other Exception", enter type

Additional Information

The lowest proposal was from Enterprise Electric in the amount of \$476,000.00. However, on Page-7 of the Bid Proposal if the work is not being performed by the General Contractor, a subcontractor must be listed. Enterprise Electric inserted N/A on page P-7 of the Bid Proposal. Enterprise Electric submitted a letter dated September 4, 2014, stating that they wish to withdraw their bid since they are not qualified by the State of New Jersey for Structural Steel Work.

The awarding resolution has been drafted by the Division of Purchasing.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

9/16/14



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201.547.5147 | F: 201.547.4833



ROBERT J. KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: September 11, 2014
TO: Peter Folgado, Purchasing Agent
FROM: Robert J. Kakoleski, Business Administrator
SUBJECT: City Hall - New Secondary Electric Service
Project No. 2013-009
Re: Contract Award

Please be advised, after careful and thorough review of the bids with Raymond Reddington of the Law Department, I recommend that the contract be awarded to:

Louis Garguilo company, Inc.
44 State Street
Jersey City, NJ 07304

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the September 23, 2014 Council Meeting.

Req. 0166057	04-215-55-927-990	\$537,000.00
Req. 0166058	04-215-55-927-990	<u>\$107,400.00</u> (20% Contingency)
		\$644,400.00

If you have any questions, please do not hesitate to call.

attachements

c: Brian F. Weller, Director, Division of AET&T
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 10, 2014
TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council
FROM : Brian F. Weller, L.L.A., Director, Architecture, Engineering, Traffic and Transportation
SUBJECT : City Hall - New Secondary Electric Service
Project No. 2013-009

There exists a need for a new secondary electric service at City Hall, 280 Grove Street, Jersey City, New Jersey

Enterprise Electric, Inc.	\$476,000.00
Louis Gargiulo Company, Inc.	\$537,000.00
Arco Construction Group	\$545,050.00
D'Elia Electric, Inc.	\$672,093.00

The lowest proposal was from Enterprise Electric in the amount of \$476,000.00. However, they inserted N/A on page P-7 of the Bid Proposal. On Page-7 of the Bid Proposal if the work is not being done by the General Contractor, a subcontractor must be listed. Enterprise Electric submitted a letter on September 4th stating that they wish to withdraw their bid since they are not qualified by the State of New Jersey for Structural Steel Work.

Attached for your consideration is the Resolution authorizing the award of a contract to Louis Gargiulo Company, Inc. for installation of the new electrical service. The work consists of the following:

- * New electric service for the City Hall building elevated to minimize potential damage that may occur during flooding events.
- * An electrical equipment enclosure and new concrete pad.

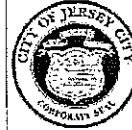
If you need any additional information, please do not hesitate to call.

ab



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5906



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 10, 2014
TO : Robert Kakoleski, Business Administrator
FROM : Brian F. Weller, L.L.A., A.S.L.A., Director, Division of Architecture, Engineering, Traffic and Transportation
SUBJECT : City Hall - New Secondary Electric Service
Project No. 2013-009

This office in conjunction with Raymond Reddington of the Law Department have reviewed the bids received on August 14, 2014 and recommend award to the second low bidder, Louis Gargiulo Company, Inc., 44 State Street, Jersey City, New Jersey 07304.

The lowest proposal was from Enterprise Electric, however, they inserted N/A on page P-7 of the Bid Proposal. On Page-7 of the Bid Proposal if the work is not being done by the General Contractor, a subcontractor must be listed. Enterprise Electric submitted a letter on September 4th stating that they wish to withdraw their bid since they are not qualified by the State of New Jersey for Structural Steel Work.

Division of Architecture formally requests that we make a recommendation to award this important project for the City Hall.

Thank you.

ab
Attachments

c: Peter Folgado, Purchasing Director
Raquel Tosado, Contractor Manager
Paola Campbell, Purchasing Division

BID RESULTS for CITY HALL ELECTRIC Project # 2013-009

Enterprise Electric, Inc

2092 Route 35
South Amboy, NJ 08879

Base Bid \$476,000.00

- Purchasing requested copy of Electrical License within 24 hrs.
- N/A put into Bid Proposal for Electrical and Structural Steel Subs.
- Purchasing requested written clarification from GC that they will be installing structural steel.

Louis Garguillo Company, Inc.

44-46 State Street
Jersey City, NJ 07304

Base Bid \$537,000.00

- Purchasing requested copy of Electrical License Sub within 24 hrs.

Arco Construction Group

22-24 South Seventh Street
Elizabeth, NJ 07202

Base Bid \$545,050.00

- Purchasing requested Financial Statement from Arco within 24 hrs.
- Structural steel sub's Public Works Certificate expired yesterday. Sub attached proof that Certificate was reapplied for.
- Purchasing requested copy of sub's Public Works Certificate.

D'Elia Electric, Inc.

366 Sixth Street
Jersey City, NJ 07302

Base Bid \$672,093.00

- Bid Bond not signed by Principal of GC. Purchasing to take it under legal advisement.
 - Purchasing requested Structural steel sub to submit BRC within 24 hrs.
-

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE****Taxpayer Name:** LOUIS GARGIULO COMPANY, INC.**Trade Name:****Address:** 44-46 STATE STREET
JERSEY CITY, NJ 07304**Certificate Number:** 0097153**Effective Date:** December 20, 1954**Date of Issuance:** June 03, 2008**For Office Use Only:**

20080603121416034



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0097153 FOR LOUIS GARGIULO COMPANY, INC. IS VALID.

BID PROPOSAL

Louis Gargiulo Co. Inc
44-46 State Street
Jersey City, NJ 07304
Attn: Dave Reilly
T. 201-432-4500 x16 F. 201-432-4951 C 201-424-4820

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ARCHITECTURE

Date August 14, 2014
Project No. 2013-009

DO NOT REMOVE THESE BID PROPOSAL PAGES. SUBMIT THE ENTIRE BOUND DOCUMENT IN A SEALED ENVELOPE MARKED ON BOTH SIDES WITH THE PROJECT TITLE. ALSO SUBMIT SEPARATE COPY OF COMPLETED BID PROPOSAL WITH BID PACKAGE.

Proposal of Louis Gargiulo Company, Inc. (hereinafter called "Bidder" organized and existing under the laws of the State of New Jersey doing business as Corporation *)

Gentlemen:

The Bidder, in compliance with your invitation for bids for the:

CITY HALL - NEW SECONDARY ELECTRIC SERVICE

JERSEY CITY, N.J. 07302

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents; within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete the project within 110 consecutive calendar days thereafter as stipulated in the specifications. Furthermore, it is understood and agreed in accordance with Article GC-36 "Time for Completion, Liquidated Damages and Extension of Time," that liquidated damages in the amount set forth in Article GC-36 will be charged to the Bidder for each consecutive calendar day of delay until the work is completed and accepted.

Bidder acknowledges receipt of the following addendum: (if applicable)

Addendum No. None Dated: _____

Addendum No. _____ Dated: _____

*Insert "a corporation, "a partnership", or "an individual" as applicable.

TOTAL BID PRICE:

The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications and shown on the Drawings for the Lump Sum Price of:

Five Hundred and Thirty-Seven Thousand Dollars ⁰⁰/₁₀₀
(In Writing)

\$ 537,000.00
(In Figures)

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT B

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Construction Contracts

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Peter J. Gargiulo, President

Representative's Signature: [Signature]

Name of Company: Louis Gargiulo Company, Inc. Tel. No.: 201 432 4500 Date: 8/14/2014

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: _____

Representative's Signature: _____

Name of Company: Louis Gargiolo Company, Inc.

Tel. No.: 201 432 4500

Date: 8/14/2014

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Louis Gargiulo Company, Inc.

Address : 44-46 State Street, Jersey City, NJ 07304

Telephone No. : 201 432 4500

Contact Name: Peter J. Gargiulo, President

Please check applicable category :

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: City Hall New Secondary Electrical Service # 2013-009

Contractor: Louis Gargiulo Company, Inc. Bid Amt. \$ \$537,000.00

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
PILES	7,000.-			✓
PAINTING	4,000.			✓

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

MWBE Page 3 Project City Hall New Secondary Electrical Service

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
Electrical	Weaver Electric 626 Avenue E Bayonne, NJ	400,000.00			✓

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

We utilize all lists and work closely with local and state agencies to fulfill or exceed all requirements.

Name of Contractor Louis Gargiulo Company, Inc.

By: Signature [Signature]

Type or print name/title: Peter J. Gargiulo, President

Telephone No: 201 432 4500 Date 8/14/14

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

EQUAL EMPLOYMENT OPORTUNITY COPY

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 14.633

Agenda No. _____ 10.P

Approved: _____ SEP 23 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AMBER AIR INC. FOR REPAIRS TO THE PERSHING FIELD ICE RINK FOR THE DEPARTMENT OF PUBLIC WORKS/BUILDINGS & STREETS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, and in conformity with N.J.S.A. 40A:11-6.1(a) quotes were solicited for **Repairs to the Pershing Field Ice Rink** for the Department of Public Buildings & Streets; and

WHEREAS, as per N.J.S.A. 40A:11-6.1(a) three (3) quotes were solicited with the lowest, responsive and responsible being that from Amber Air Inc., 702 Rahway Avenue, Union, New Jersey 07083 in the total amount of **Thirty Thousand Two Hundred Thirty Six Dollars and Sixteen Cents (\$30,236.16)**; and

WHEREAS, the Purchasing Director has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Department of Public Works has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

WHEREAS, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$30,236.16 are available in the **General Capital Account**.

Account	PO #	Amount
04-215-55-854-991	114583	\$ 9,954.14
04-215-55-854-991	114584	\$17,461.50
04-215-55-854-991	114585	<u>\$ 2,820.52</u>
	Total	<u>\$30,236.16</u>

(Continue on page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AMBER AIR INC.
FOR REPAIRS TO THE PERSHING FIELD ICE RINK FOR THE DEPARTMENT OF
PUBLIC WORKS/BUILDINGS & STREETS**

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$30,236.16 for **Repairs to the Pershing Field Ice Rink** is awarded to **Amber Air, Inc.** and the Purchasing Agent is directed to have such a contract drawn up and executed;
2. Upon certification by an official or employee of the City authorized to administer the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$30,236.16 are available in the General Capital Account.

Account	PO #	Amount
04-215-55-854-991	114583	\$ 9,954.14
04-215-55-854-991	114584	\$17,461.50
04-215-55-854-991	114585	<u>\$ 2,820.52</u>
Total		\$30,236.16

9/10/14
Peter Folgado,
Director of Purchasing, QPA, RPPO

Donna Mauer,
Chief Financial Officer

PF/pv
9/9/14

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AMBER AIR INC. FOR REPAIRS TO THE PERSHING FIELD ICE RINK FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE.

Project Manager

Department/Division	DPW	Buildings and Street Maintenance
Name/Title	John McGrath	Director
Phone/email	201-547-4432	mcgrathj@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Repairs to the Pershing Field Ice Rink.

Cost (Identify all sources and amounts)

04-215-55-854-991 (General Capital Account)
For \$30,236.16

Contract term (include all proposed renewals)

One (1) time project

Type of award

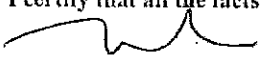
If "Other Exception", enter type

Additional Information

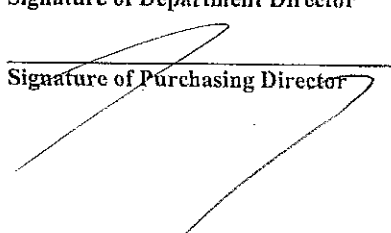
Three (3) proposals received:

- * Amber Air for \$30,236.16
- * Timbil Mechanical for \$33,132.49
- * Commercial Industrial for \$35,352.33

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date


Signature of Purchasing Director


Date


DETERMINATION OF VALUE CERTIFICATION

I, Oren K. Dabney, Sr., of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for repairs to the Pershing Field Ice Rink for the Division of Buildings and Street Maintenance.
3. The City informally solicited quotations for the repairs.
4. The Department's recommendation is to award a contract to Amber Air for the ice rink repairs.
5. The cost of the Contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

9/10/14


Oren K. Dabney, Sr., DPW Director

Patrice Lambert

From: Amber Air [amberairinc@gmail.com]
Sent: Tuesday, September 02, 2014 2:16 PM
To: Patrice Lambert
Subject: PERSHING FIELD RINK QUOTES

PATRICE

PER YOUR REQUEST BREAKOUTS ARE BELOW.

BRINE PUMP PUMP COST \$ 7410 BALANCE IS GLYCOL AND LABOR

CHILLER BARREL REPAIR - NO CAPITAL ITEMS - COST IS REPAIR / REPLACEMENT OF
CHILLER PARTS AND LABOR ALONG WITH WELDING SUPPLIES AND MISC MTL. JOB IS LABOR
INTENSIVE

ANY QUESTIONS, PLEASE CALL

PAUL CONNELL

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>



Heating • Ventilating • Air Conditioning • Service & Maintenance

702 Rahway Avenue, Union, NJ 07083 • Tel: (908) 686-2646 Fax: (908) 686-0776

August 28, 2014

City of Jersey City
Department of Public Works / Bldgs. & Streets
Attn.: John McGrath, Director
575 Rt. 440
Jersey City NJ 07305

Re: Pershing Field Ice Rink - Brine Pump #2

Dear Mr. McGrath

Per our end of season shutdown / checkout of the Ice Rink equipment, brine pump #2 is defective and requires replacement. The rink ran the 2nd half of the season on only one pump but should pump #1 fail the rink will be inoperable. Our budget price to replace this pump including gaskets and glycol is \$9954.14 plus freight. There is currently a 4 - 6 week lead time for this pump. Time is of the essence to have this work complete while the rink is down and be ready the upcoming fall season. Should you have any questions, please do not hesitate to call.

Sincerely;

Paul Connell

Price of \$7108

RECEIVED
2014 AUG 28 PM 3:09
DIVISION OF ARCHITECTURE

TIMBIL MECHANICAL, LLC.
68 FANNY ROAD
BOONTON, N.J. 07005
PHONE 973-334-2927
FAX 973-334-2928
QUICK QUOTE

August 29, 2014

City of Jersey City
Attn: John McGrath
575 Rt. 440
Jersey City NJ 07305

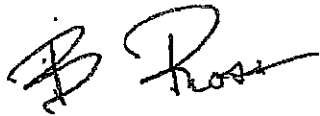
Subject: Pershing Field Skating Rink - Brine Pump #2

Dear John;

As requested, we have checked the subject pump and are pleased to provide pricing to replace. Our price for replacement including gaskets and glycol is \$ 11021.13. The pump will need to be ordered and has a 8 week lead time. The above price does not include freight, sales tax or premium time.

Should you require any additional information, please call. Again thank you for the opportunity to quote this work.

Bill Ross

A handwritten signature in dark ink, appearing to read "B Ross", is written over the typed name "Bill Ross".

**COMMERCIAL
INDUSTRIAL
RESIDENTIAL**

*Par-Troy Sheet Metal
& Air Conditioning*

(201) 428-1236

122 CLINTON ROAD • FAIRFIELD, N.J. 07004

August 29, 2014

City of Jersey City
Department of Public Works
Attn: John McGrath
575 Rt. 440
Jersey City NJ 07305

Subject: Pershing Field Ice Rink - Brine Pump #2

Dear Mr. McGrath

Per our discussion, we are pleased to provide pricing to furnish and replace Brine Pump #2. We will replace glycol and gaskets. Our price for this work is \$ 12111.24 plus any taxes, fees and freight.

Should you have any questions, please call

Sincerely;



Lino Rocha
President

DUCT WORK • EXHAUST SYSTEMS • COPINGS/FLASHINGS • HEATING • AIR CONDITIONING

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract/compliance .

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.:

Date:

Paul Conway VP
[Signature]
Ambient Air, Inc.
908-866-2646 9/2/14

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of New York (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Paul C. Smith
Representative's Signature: [Signature]
Name of Company: Amber Air Inc.
Tel. No.: 908/662-1116 Date: 9-2-14

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : AmBorAir Inc
Address : 702 Parkway Ave Union NJ
Telephone No. : 908-686-2646
Contact Name : Paul Connelley

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Certificate Number
607008

Registration Date: 06/07/2014
Expiration Date: 06/06/2015



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2014
Arbe Air, Inc.

Responsible Representative(s):

Paul Connell, Vice-President
Richard Wannett, General Manager

Responsible Representative(s):

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Certification 6619

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2009** to **15-FEB-2015**

AMBER AIR, INC.
702 RAILWAY AVENUE
UNION

NU 07083



A handwritten signature in dark ink, appearing to be "D. O. R.", written over a horizontal line.

State Treasurer



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: AMBER AIR, INC.
Trade Name:
Address: 702 RAHWAY AVE
UNION, NJ 07083-6634
Certificate Number: 0617859
Date of Issuance: November 01, 2005

For Office Use Only:
20051101181035671

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that AMBER AIR INC (name of business entity) has not made any reportable contributions in the **one-year period preceding 9-2-14 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Amber Air INC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

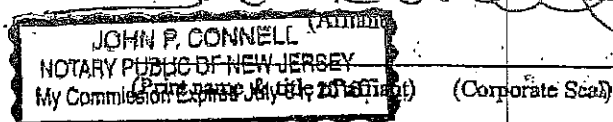
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Amber Air INC

Signed Tom W. Connell Title: Gen Mgr

Print Name Tom W. Connell Date: 9-2-14

Subscribed and sworn before me
this 2 day of Sept, 2014
My Commission expires:



**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
 FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
 CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committed, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☒ Subchapter S Corporation
☐ Limited Partnership
 ☐ Limited Liability Corporation
 ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Mildred Warren	30 Oakland St Dumelle NJ
Danna Connell	15 Sunset Bl High Bridge NJ

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Ambrosia LLC

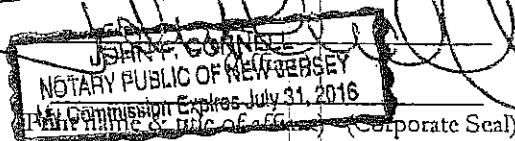
Signed: [Signature] Title: Owner

Print Name: Mildred Warren Date: 9/12/14

Subscribed and sworn before me this 2 day of

Sept, 2014

My Commission expires:





STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: AMBER AIR, INC.

Trade Name:

Address: 702 RAHWAY AVE
UNION, NJ 07083-6634

Certificate Number: 0617859

Effective Date: January 04, 1994

Date of Issuance: September 02, 2014

For Office Use Only:

20140902122124876

Amber Air

Inc.

Heating • Ventilating • Air Conditioning • Service & Maintenance

702 Rahway Avenue, Union, NJ 07083 • Tel: (908) 686-2646 Fax: (908) 686-0776

August 28, 2014

City of Jersey City
Department of Public Works / Bldgs. & Streets
Attn.: John McGrath, Director
575 Rt. 440
Jersey City NJ 07305

Re: Pershing Field Ice Rink - Chiller Barrel repairs

Dear Mr. McGrath

Per our end of season shutdown / checkout of the Ice Rink equipment, leaks in the chiller barrel gaskets were found between circuits. In order to make this repair, we will:

- 1) remove freon from both circuits(700lbs ea. Approx.) and put in holding tanks
- 2) cut liquid and suction lines, remove end bells - visually inspect internals
- 3) replace gaskets as required and reinstall endballs
- 4) repipe suction and liquid lines
- 5) leak check, evacuate system and pressure test
- 6) charge system with refrigerant, test and startup

Our budget price for this work is \$ 17461.50. This price does not include additional freon needed to bring the machine to manufacturers' specification level. Any unused labor and material would be credited to your account based on signed time sheets. This repair is required under EPA refrigerant guidelines. Should you have any questions, please do not hesitate to call.

Sincerely;

Paul Connell

RECEIVED
2014 AUG 28 PM 3:09
DIVISION OF ARCHITECTURE

TIMBIL MECHANICAL, LLC.
68 FANNY ROAD
BOONTON, N.J. 07005
PHONE 973-334-2927
FAX 973-334-2928
QUICK QUOTE

August 29, 2014

City of Jersey City
Attn: John Mcgrath
575 Rt. 440
Jersey City NJ 07305

Subject: Pershing Field Skating Rink - Chiller Barrel Repairs

Dear John;

As requested, we have checked the chiller barrels and have found gasket leaks between circuits. For proper operation and to eliminate the loss of freon, repair is required per EPA guidelines. We are pleased to provide pricing to make repairs to the barrels to correct the current situation. Our price for this work is \$ 18996.54 The above price does not include added freon(if required), freight, sales tax or premium time.

Should you require any additional information, please call. Again thank you for the opportunity to quote this work.

Bill Ross



**COMMERCIAL
INDUSTRIAL
RESIDENTIAL**

*Par-Troy Sheet Metal
& Air Conditioning*

(201) 428-1236

122 CLINTON ROAD • FAIRFIELD, N.J. 07004

August 29, 2014

City of Jersey City
Department of Public Works
Attn: John McGrath
575 Rt. 440
Jersey City NJ 07305

Subject: Pershing Field Ice Rink - Chiller Barrel Repairs

Dear Mr. McGrath

Per our discussion, we are pleased to provide pricing to correct the freon leak problem with the chiller barrels. We will remove existing freon inspect internals, replace gaskets and repair to freon lines as needed. We will the reinstall freon and start system. Any added freon required to bring the system to a full charge will be an additional charge. Pricing for this work will be \$ 19678.361 plus any taxes, fees, freon(if required) and freight.

Should you have any questions, please call

Sincerely;

Lino

Lino Rocha
President

DUCT WORK • EXHAUST SYSTEMS • COPINGS/FLASHINGS • HEATING • AIR CONDITIONING

Patrice Lambert

From: Silendra Baijnauth
Sent: Friday, August 29, 2014 12:25 PM
To: Patrice Lambert
Cc: Peter Folgado; Brian Weller; Audrey Beckham; Oren Dabney; Hector Ortiz; John McGrath; James M. Madden; Zakia Gregory; Patricia Vega
Subject: Rush Reqs (Pershing Field)
Attachments: 2014_08_29_12_19_02.pdf
Importance: High

Hi Patrice,

Please see attached for three (3) requisitions which are for repairs to the Pershing Field Ice Rink . Can you please be so kind, as always, and issue the respective PO's as soon as possible ?

Have a great and safe Labor Day weekend everyone.

Thanks

*Silendra Baijnauth
Fiscal Officer
City of Jersey City / Department of Public Works
575 Route 440
Jersey City, NJ 07305*

Baijnauths@jcnj.org

*201-547-4405 (Work)
201-547-5264 (Fax)*

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract/compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.:

Date:

Paul Conway VP
Amber Air LLC
908-265-2646
9/2/14

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Paul C. [Signature]

Representative's Signature: [Signature]

Name of Company: Amber [Signature]

Tel. No.: 908/662-1116

Date: 9-2-14

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : AmBor Air Inc
Address : 702 Parkway Ave Union NJ
Telephone No. : 908-686-2646
Contact Name : Paul Converse

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Certificate Number
607008

Registration Date: 06/07/2014
Expiration Date: 06/06/2015



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2014
Ambe Air, Inc.

Responsible Representative(s):

Paul Connell, Vice-President
Richard Wamett, General Manager

Responsible Representative(s):

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Certification 6619

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2009** to **15-FEB-2016**

AMBER AIR, INC.
702 RAILWAY AVENUE
UNION

NJ 07083



A handwritten signature in dark ink, appearing to be "S. D. O.", written over a horizontal line.

State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: AMBER AIR, INC.
Trade Name:
Address: 702 RAHWAY AVE
UNION, NJ 07083-6634
Certificate Number: 0617859
Date of Issuance: November 01, 2005

For Office Use Only:

20051101181035671

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that AMBER A. E. INC. (name of business entity) has not made any reportable contributions in the **one-year period preceding 9-2-14 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract AMBER A. E. INC. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

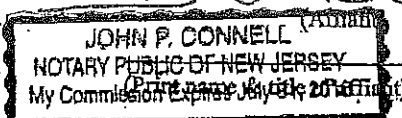
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Amber A. E. INC.

Signed: Tom W. Connell Title: Gen Mgr

Print Name: Tom W. Connell Date: 9-2-14

Subscribed and sworn before me
this 2 day of Sept, 2014
My Commission expires:



(Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Mildred Warrick Dana Connell	30 Oakland Ct Danville NJ 15 Sunset Hg Bridge NJ

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Ambrosia LLC

Signed: Tom Warrick Title: Owner

Print Name: Tom Warrick Date: 9/2/14

Subscribed and sworn before me this 2 day of

Sept, 2014

My Commission expires:

JOHN F. CORNELI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 31, 2016
(In the name & line of office) (Corporate Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM




Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	AMBER AIRLINE		
Address:	702 RAINBOW AVE		
City:	UNION	State:	NE
		Zip:	67083

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

		
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount \$
<i>[Handwritten signature]</i>			

☐ Check here if the information is continued on subsequent page(s)



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	AMBER AIR, INC.
Trade Name:	
Address:	702 RAHWAY AVE UNION, NJ 07083-6634
Certificate Number:	0617859 .
Effective Date:	January 04, 1994
Date of Issuance:	September 02, 2014

For Office Use Only:	
20140902122124876	



Heating • Ventilating • Air Conditioning • Service & Maintenance

702 Railway Avenue, Union, NJ 07093 • Tel: (908) 686-2646 Fax: (908) 686-0776

August 28, 2014

City of Jersey City
Department of Public Works / Bldgs. & Streets
Attn.: John McGrath, Director
575 Rt. 440
Jersey City NJ 07305

Re: Pershing Field Ice Rink - Chiller Compressor (4) repairs

Dear Mr. McGrath

Per our end of season shutdown / checkout of the Ice Rink equipment, the chiller compressors(4) require service. All belts and contactors are worn and should be replaced to insure proper operation for the skating season. It is much easier and less time consuming to do this service work while the ice rink is down. This also avoids any startup delay and loss of city revenue. Our budget price to replace belts and contactors is \$ 2820.52. Should you have any questions, please do not hesitate to call.

Sincerely;


Paul Connell

RECEIVED
2014 AUG 28 PM 3:09
DIVISION OF ARCHITECTURE

TIMBIL MECHANICAL, LLC.
68 FANNY ROAD
BOONTON, N.J. 07005
PHONE 973-334-2927
FAX 973-334-2928
QUICK QUOTE

August 29, 2014

City of Jersey City
Attn: John Mcgrath
575 Rt. 440
Jersey City NJ 07305

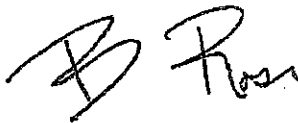
Subject: Pershing Field Skating Rink - Chiller Compressor Repair

Dear John;

As requested, we have checked the chiller compressors and recommend service before the upcoming rink season. We are pleased to provide pricing to replace all contactors and belts on the chiller compressors. Our price for these repairs is \$ 3114.82. The above price does not include freight, sales tax or premium time.

Should you require any additional information, please call. Again thank you for the opportunity to quote this work.

Bill Ross



**COMMERCIAL
INDUSTRIAL
RESIDENTIAL**

*Par-Troy Sheet Metal
& Air Conditioning*

(201) 428-1236

122 CLINTON ROAD • FAIRFIELD, N.J. 07004

August 29, 2014

City of Jersey City
Department of Public Works
Attn: John McGrath
575 Rt. 440
Jersey City NJ 07305

Subject: Pershing Field Ice Rink - Chiller Compressor Repair

Dear Mr. McGrath

Per our discussion, we are pleased to provide pricing to service the subject location chillers before seasonal startup. We will replace belts and contactors of the compressors and verify operation. Our price for this work is \$ 3562.73 plus any taxes, fees and freight.

Should you have any questions, please call

Sincerely;


Lino Rocha
President

DUCT WORK • EXHAUST SYSTEMS • COPINGS/FLASHINGS • HEATING • AIR CONDITIONING

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.:

Date:

Paul Conway VP
[Signature]
Ambient Air Inc
908-486-2646 *9/2/14*

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Paul C. Campese

Representative's Signature: [Signature]

Name of Company: AMERICAN AIR

Tel. No.: 908/680-2116

Date: 9-2-14

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Amber Air Inc
Address : 702 Highway Ave Union NJ
Telephone No. : 908-686-2646
Contact Name : Paul Conkle

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Certificate Number
607008

Registration Date: 06/07/2014
Expiration Date: 06/06/2015



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2014
Ambe Air, Inc.

Responsible Representative(s):

Paul Connell, Vice-President
Richard Wamett, General Manager

Responsible Representative(s):

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Certification 6619

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State-Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2009 to 15-FEB-2016

AMER AIR, INC.
702 RAILWAY AVENUE
UNION

NG 07083



A handwritten signature in dark ink, appearing to be "D. O. R.", written over a horizontal line.

State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 14.634

Agenda No. _____ 10.Q

Approved: _____ SEP 23 2014

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO KOVA CORP FOR UPGRADES TO THE ANALOG AUDIOLOG EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY/FIRE HEADQUARTERS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, upgrades to the existing Analog Audiolog Server are necessary to continue recording functionality in the Department of Public Safety/Fire Headquarters; and

WHEREAS, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

WHEREAS, Kova Corporation, 102 East Bay Avenue, Suite J, Manahawkin, New Jersey 08060 is in possession of State Contract No. A83906, submitted a proposal for **Upgrades to the existing Analog Audiolog Server**; and

WHEREAS, funds are available for this contract in the Public Safety/Fire Operating Account;

Account	P.O. #	State Contract	Total Contract
01-201-25-265-405	114619	A83906	\$45,990.90

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Kova Corporation, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

City Clerk File No. Res. 14.634
 Agenda No. 10.0 SEP 23 2014

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO KOVA CORP FOR
 UPGRADES TO THE ANALOG AUDIOLOG EQUIPMENT UNDER STATE CONTRACT
 FOR THE DEPARTMENT OF PUBLIC SAFETY/FIRE HEADQUARTERS**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that
 there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
01-201-25-265-405	114619	A83906	\$45,990.90

Approved by Peter Folgado 9/10/14 September 9, 2014
 Peter Folgado, Director of Purchasing, QPA, RPPO Date

PF/pv
 9/9/14

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET -- NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO KOVA CORP FOR PUGRADES TO THE ANALOG AUDIOLOG EQUIPMENT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY/FIRE HEADQUARTERS

Initiator

Department/Division	Public Safety	Division of Fire
Name/Title	Jerome Cala	Deputy Director
Phone/email	201-547-4239	jcala@njcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

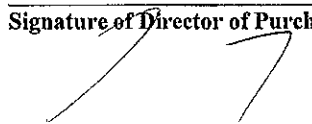
Resolution Purpose

Kova is the recording equipment for all of the Public Safety Communications Building. 911 Operators, Fire Dispatch, and Police phone lines must be recorded so they can be played back and reviewed. The equipment currently being used is at end of life and is no longer supported. This upgrade is necessary.

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/9/14
Date


Signature of Director of Purchasing

9/10/14
Date



CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC SAFETY

PUBLIC SAFETY | 465 MARIN BOULEVARD | JERSEY CITY, NJ 07302
P: 201.547.4239 | F: 201.547.5298



MEMORANDUM

To: Council Members
From: Jerome Cala, Deputy Director
Janis Feuchack, Fire Fiscal
Date: September 9, 2014
Subject: Upgrade to Kova System for Bishop Street

As of this date for 01 201 25 265 405:

Total budget amount: \$320,000
Temp budget \$345,876.33
Ending balance: \$ 18,183.42



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0104158 FOR KOVA, CORP. IS VALID.



102 East Bay Ave • Manahawkin, NJ 08050
800.204.5200 • Fax 800.879.0720
www.kovacorp.com

August 28, 2014

Officer Victor Cook
Jersey City Police Department
9-1-1 Coordinator
8 Erie Street
Jersey City, NJ 07302

Re: Additional 22 Analog Channels- Proposal #14-0227C

Dear Victor:

Please find revised pricing to add 22 analog channels to your existing analog Audiolog Server. Your current Audiolog equipment is running v.4 which has been declared end of sales by the manufacturer. This means this version cannot be expanded any longer. Also, the analog server doesn't have any space available to expand so we are recommending the expansion chassis.

We are proposing upgrading all of your existing equipment: Analog Server, TLR and VOIP chassis', and your 2 existing CAS' to version 5. This along with an expansion chassis will allow for the requested expansion. We are also replacing 2 of your analog telephony cards with new LD boards which are supported with this new version and replacing your existing archiver with a Blu-Ray Drive. We have included Insight Center which is a new product in Audiolog 5 that provides an overhauled web based application for call playback, retriever, incident recreation and call redaction. Please note that we needed to include Insight Center for each server as the manufacturer has changed their policies. Our technicians also indicated that you needed to purchase a new KVM Switch which is also quoted.

This proposal is valid for 60 days and includes a 1st year warranty on items below with installation.

Below is the specific purchase information for processing of a purchase order off State Contract:

NJ Contract: #83906
NJ State Contract Term Contract: #T-0109
NJ State Contract Commodity Code: #726-13-085630
NJ State Contract Line Item Description: "9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE
Valid Thru: 04/30/2018

Should you have any questions, please feel free to reach me.

Sincerely,
Carri Zeck
Carri Zeck
Customer Advocate Manager
KOVA, Corp.
(800) 204-5200 x 128
carri@kovacorp.com

Proposal ID#14-0227C:

Part Number	Description	QTY	Unit Price (Each)	Unit Price Extended	Net State Contract (Each)	Net State Contract (Extended)
<u>Audiolog Licenses</u>					-	-
KOVA-170-3300	KOVA Operational Recording (per KOVA seat)	22	654.00	\$14,388.00	\$588.60	\$12,949.20
KOVA-170-3322	Insight Center for KV V.4 Upgrades	5	1,245.00	\$6,225.00	\$1,120.50	\$5,602.50
Subtotal for Software Components				\$20,613.00		\$18,551.70
<u>Audiolog Server Platform</u>					-	-
KOVA-170-3204	Audiolog 13 PCI expansion chassis	1	\$7,850.00	\$7,850.00	\$7,085.00	\$7,085.00
<u>Telephony Cards</u>					\$0.00	\$0.00
C89-170-3253	LD2409 board, 24 analog ports	3	\$6,260.00	\$18,780.00	\$5,634.00	\$16,902.00
<u>Miscellaneous Components</u>					\$0.00	\$0.00
KOVA-KVM-8	Rack Mount Base Unit for up to 8 Computers	1	3,858.00	\$3,858.00	\$3,472.20	\$3,472.20
Subtotal for Hardware Components				\$30,488.00		\$27,439.20
<u>Services (Delivery, Installation Training, & 1st Yr. Warranty)</u>					-	-
Subtotal for Services				\$0.00		\$0.00
*Total Investment Required for Turnkey Solution				\$51,101.00		\$45,990.90
*PLUS ANY APPLICABLE SALES TAX						



State of New Jersey
Department of the Treasury
— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

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**Notice of Award
Term Contract(s)**

**T-0109
RADIO COMMUNICATION EQUIPMENT
AND ACCESSORIES**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to JIM BALLARD

**Downloadable NOA Documents
(Please utilize scroll bar on right side of box if
necessary to view all documents)**

[Download All Documents](#)

- [State Contract Manager](#) Adobe PDF (77 kb)
- [Method of Operation](#) Adobe PDF (163 kb)
- [Amendment #1 - Vendor Information Change](#) Adobe PDF (581 kb)
- [Amendment #2 - Vendor Information Change](#) Adobe PDF (294 kb)

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Contact Person:	MARY HESTER
Contact Phone:	720-494-5800
Order Fax:	720-494-6600
Contract#:	83916
Expiration Date:	04/30/18
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	KENWOOD USA CORP 2201 E DOMINGUEZ ST PO BOX 22745 LONG BEACH, CA 90810
Contact Person:	BARRY MORRIS
Contact Phone:	310-639-4200
Order Fax:	310-761-8246
Contract#:	83927
Expiration Date:	04/30/18
Terms:	2% 20 NET 30
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	KML TECHNOLOGY INC 1460 GRANDVIEW AVE UNIT #4 PAULSBORO, NJ 08066
Contact Person:	DEBRA C WAGNER
Contact Phone:	856-848-4200
Order Fax:	856-848-1617
Contract#:	83903
Expiration Date:	04/30/18
Terms:	NONE
Delivery:	60 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	KOVA CORP 102 EAST BAY AVE/STE J MANAHAWKIN, NJ 08050
Contact Person:	CHRIS SILVA
Contact Phone:	800-204-5200
Order Fax:	800-879-0720
Contract#:	83906
Expiration Date:	04/30/18
Terms:	2% 10 NET 30
Delivery:	30 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES

	COMMUNICATION & ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
Vendor: KOVA CORP Contract Number: 83906					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00018	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00019	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES, INSTALLATIONS, REMOVALS, RE-INSTALL, MAINT & WARRANTIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00026	COMM CODE: 915-70-085645 [COMMUNICATIONS AND MEDIA RELATED...]	1.000	EA	NET	N/A

	ITEM DESCRIPTION: SCHEDULE G (W/ SUB- CATEGORIES): RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES ANTENNA LEVELS, CONDITIONS & CABLING DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 925-36-085646 [ENGINEERING SERVICES, PROFESSIONAL] ITEM DESCRIPTION: SCHEDULES I & K: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES TIME & MATERIAL/ HOURLY MAINTENANCE, REPAIR, ENGINEERING, PROJECT & SITE MANAGEMENT SERVICES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00028	COMM CODE: 920-46-085647 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: SCHEDULES J&M: RADIO COMMUNICATION EQUIP & ACCESSORIES; SOFTWARE PRODUCT SCHEDULE & MAINTENANCE AGREEMENT SUPPLEMENT. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 924-16-085648 [EDUCATIONAL/TRAINING SERVICES] ITEM DESCRIPTION: SCHEDULE L: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; TRAINING COSTS (ALL INCL) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 655-27-085657 [PHOTOGRAPHIC EQUIPMENT, FILM, AND...] ITEM DESCRIPTION: SCHEDULE N: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; ADDITIONAL MANUALS, TRAINING, OPERATIONS AND/OR SERVICE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 915-14-085649 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: SCHEDULES P & Q: RADIO COMMUNICATION EQUIPMENT & ACCESORIES; WIRELESS SYSTEMS & SHORT RANGE POINT TO	1.000	EA	NET	N/A

	POINT LINKS DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 961-53-085650 [MISCELLANEOUS SERVICES, NO. 1 (NOT...)] ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO COMMUNICATION & ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
Vendor: MOTOROLA SOLUTIONS INC		Contract Number: 83909			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND...] ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W/ ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 726-88-085633 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: PORTABLE & MOBILE RADIO EQUIPMENT AND ACCESSORIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 726-88-085633 [RADIO COMMUNICATION EQUIPMENT,...] ITEM DESCRIPTION: PORTABLE & MOBILE RADIO EQUIPMENT AND ACCESSORIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND...]	1.000	EA	NET	N/A

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 14.635

Agenda No. _____ 10-R

Approved: _____ SEP 23 2014

TITLE: _____



RESOLUTION AUTHORIZING A FIFTH AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH ARCADIS-US, INC. IN CONNECTION WITH ENVIRONMENTAL CONSULTING AT 13-15 LINDEN AVENUE THE SITE FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, Resolution 11-043 approved on January 26, 2011, authorized a professional services agreement in the amount of \$273,000.00 between the City of Jersey City (City) and Malcolm Pirnie, Inc. 17-17 Route 208 North, Fair Lawn, New Jersey 07410 (Malcolm) to provide environmental services in connection with 13 - 15 Linden Avenue, the site of the New Municipal Services Complex, Project No. 2009-029; and

WHEREAS, the contract award was made in accordance with the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Malcolm provided environmental consulting services consisting of pre-demolition survey, technical support for litigation and contaminated site regulations, and supplemental site investigations, with the East Linden Avenue site; and

WHEREAS, Post Site Package I testing confirmed the presence of additional hexavalent chromium and other metals that would have to be abated prior to construction of the proposed Municipal Services Complex Package 2; and

WHEREAS, additional amendments increased the total contract amount to \$845,500.00; and

WHEREAS, the City entered into a contract with Terminal Construction Corp., for the new Municipal Services Complex - Phase II - Building and Site Construction, Project No. 2009-029B (Res. 12-281); and

WHEREAS, ARCADIS U.S. Inc. has completed its purchase, initiated in July of 2009, of Malcolm Pirnie, Inc., a privately held corporation, and has fully integrated Malcolm Pirnie Inc. into its operations. Beginning in 2014, Malcolm Pirnie, Inc. no longer enters into new contracts in the name of Malcolm Pirnie Inc. and enters into contracts under the parent company, ARCADIS U.S., Inc.; and

WHEREAS, it has become necessary to amend the City's contract with Arcadis-US, Inc. provide additional continued Licensed Site Remediation Professional Services (LSRP), Assistance/Technical Support for Cost Recovery Phase and Additional Environmental Engineering Services in accordance with New Jersey Department of Environmental Protection; and

WHEREAS, Arcadis agrees to provide these additional services for a sum not to exceed \$125,000.00 which funds are available in Capital Account No. 04-215-55-886-990; and

WHEREAS, this change order increases the total contract amount to Nine Hundred Seventy-Thousand Five Hundred Dollars (\$970,500.00)

WHEREAS, Arcadis has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008;

City Clerk File No. Res. 14.635Agenda No. 10.R

TITLE:

RESOLUTION AUTHORIZING A FIFTH AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH ARCADIS-US, INC. IN CONNECTION WITH ENVIRONMENTAL CONSULTING AT 15 LINDEN AVENUE THE SITE FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. a. The agreement with Arcadis is amended to increase the contract amount by an additional \$125,000.00.
- b. All other terms and conditions of the contract remain unchanged.
2. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.

I, Donna Mauer, Donna Mauer, as Chief Financial Officer hereby certify that these funds in the amount of \$125,000.00 are available in Capital Account No. 04-215-55-886-990 for payment of this resolution.

<u>Account</u>	<u>P.O.</u>	<u>Amount</u>
04-215-55-886-990	114717	\$125,000.00

RR/ab
September 12, 2014

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A FIFTH AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH ARCADIS-US, INC. IN CONNECTION WITH ENVIRONMENTAL CONSULTING AT 13-15 LINDEN AVENUE THE SITE FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Architecture, Engineering and Traffic
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	Wellerb@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The City of Jersey City requires the services of an environmental engineering firm to provide additional continued environmental engineering services for Assistance/Technical Support for Cost Recovery Phase and Additional Environmental Engineering Services in accordance with New Jersey Department of Environmental Protection. Arcadis-US, Inc. will perform the following services:

Compile and present analytical results from 2008 through present;
Conduct risk analysis to evaluate the onsite management of Auto Shredder Residue (ASR) will not pose an unreasonable risk or injury to health or the environment;
Prepare an Risk Based Disposal Application (RDB); and
Participate in conference calls with EPA as required.

Cost (Identify all sources and amounts)

\$125,000.00 (Capital)
04-215-55-886-990

Contract term (include all proposed renewals)

The term of this contract was previously extended via Res. 12-577, approved 7/18/12 through May, 2015

Type of award Fair and Open

If "Other Exception", enter type

Additional Information

The City of Jersey City will have proper oversight and documentation of hazardous materials that must be removed from the site, assist the City with support of legal proceedings for cost recovery, additional continued LSRP Assistance/Technical Support.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

9/17/14



STEVEN M. FULOP
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION**

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 12, 2014

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture, Engineering, Traffic and Transportation *BEW*

SUBJECT : Municipal Services Complex - Phase II - Building Construction and Site Work
Project No. 2009-029B
Re: Amending Resolution for Arcadis-US, Inc.
(Regulatory Approval of ASR and Technical Assistance during Cost Recovery 13-15 Linden Avenue)

The construction of the new Municipal Services Complex has been completed. However, due to hazardous contaminants that remain on site, uncharacterized historic fill materials (known as automotive shredder residue) (ASR) and is currently pending EPA and DEP final direction. Arcadis-US, Inc. Proposes the following:

These issues required additional testing, review, meetings, revisions to NJDEP/LSRP approved work plans and updates to the remedial cost report.

- Compile and present analytical results from 2008 through present to support their position;
- Conduct a risk analysis to evaluate the onsite management of ASR will not pose an unreasonable risk or injury to health or the environment;
- Prepare an RDB Application report containing analytical results, figures and proposed risk scenarios;
- Participate in conference calls with EPA, as required

Arcadis-US, Inc. has been assisting the City with the condemnation efforts and now that the project has been completed, will assist the City with support of legal proceedings for cost recovery and to provide additional continued LSRP Assistance/Technical Support. Under the purchase agreement the City will recoup most of the environmental services fees.

ab



Brian F. Weller, L.L.A., A.S.L.A
Chief Landscape Architect/Director of Division of Architect and Engineering
City of Jersey City
Division of Architecture
575 Route 440, 2nd Floor
Jersey City, New Jersey 07305

Subject:

Proposed Jersey City Municipal Service Complex
Proposal for Additional Environmental Engineering Services

Dear Mr. Weller:

ARCADIS-US, Inc. is pleased to provide this proposal for continued technical assistance to the City of Jersey City's (City) Department of Public Works, Law Department and outside Legal Counsel with cost recovery efforts and professional engineering services associated with obtaining regulatory approval for the disposition of the Auto Shredder Residue (ASR) contamination discovered at the Jersey City Municipal Service Complex (JCMSC) site. ARCADIS has been assisting the City with environmental engineering services and legal technical support related to this Site for several years and is very familiar with the technical issues and the ongoing litigation.

Background

Beginning in late 2008, the City initiated a condemnation action for the properties located on Linden Avenue, which would comprise of the Municipal Services Complex. The City ultimately acquired four lots through eminent domain for the construction of the JCMSC site. Sterling Capital LLC and Liberty Storage LLC were the owners of the properties during the investigations conducted by ARCADIS.

In March 2013, the City completed the Suydam proceedings with Sterling Capital LLC and Liberty Storage LLC. As a result of those proceedings, the City has established an environmental cost reservation against the purchase price of the properties, which reflects the City's expended and anticipated costs for environmental contamination encountered at the Site. The assignment of those costs among the involved parties is determined through a negotiated settlement with

Imagine the result

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ARCADIS U.S., Inc.
17-17 Route 208 North
Fair Lawn
New Jersey 07410
Tel 201 797 7400
Fax 201 797 4399
www.arcadis-us.com

WATER

Date:
August 6, 2014

Contact:
Gerard Spiesbach

Phone:
201-398-4379

Email:
Gerry.Spiesbach@arcadis-us.com

Our ref:
00261146.0000/0001

the previous owners or a cost recovery legal action. Currently, the previous owners have initiated the cost recovery litigation and the City is in the Discovery Phase of that litigation.

During the excavation required for the subsurface stormwater detection basin, the construction contractor discovered hazardous and polychlorinated biphenyl (PCB) regulated material (also known as auto shredder residue) on the portion of the property that is the subject of the cost recovery. With this new finding, we have been working with the City and the City's construction representative to track the cost separately to assist the City in possible cost recovery action against Liberty Storage and Sterling Capital for this contamination while securing regulatory approval for the most cost effective management of the ASR.

To assist the City in these matters, we have subdivided this proposal into two distinct yet related tasks: Technical Assistance during Cost Recovery and Regulatory Approval of ASR.

Task 1 – Technical Assistance during Cost Recovery

In our role as the City's environmental consultant for this project, we have been assisting the City's Legal Counsel and outside Condemnation Counsel by producing several technical cost reservation reports, participating in depositions and serving as the City's expert witness related to the environmental cost reservation.

As noted earlier, the prior site owners have initiated a cost recovery action against the City's claims in the environmental cost reservation. That litigation is in the Discovery Phase and we have assisted the City in its initial response to Interrogatories. The City has retained the firm, Hardin, Kundla, McKeon, and Poletto, P.A., to represent the City as its Cost Recovery Legal Counsel Team.

Based on discussions with the Law Department staff and retained outside counsel, our assistance has been requested for the following initial services:

- Document and validate the environmental remediation and engineering costs incurred and anticipated to be the incurred for the lots that are party to the cost recovery by reviewing the payment applications, contractor change order requests, field observation logs, disposal records and manifests, and contractor's cost supporting documentation processed by the City's Construction Management firm (Epic Builds) for

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the Package 1 Construction Contract as well as Package 2 Construction Contract as it relates to the environmental remediation costs. This activity will require significant effort to compile, evaluate, and validate all remedial costs associated with the Site. We have assumed that the relevant information will be provided by EPIC.

- Prepare a cost recovery report for submittal to the courts to support the environmental cost incurred by the City.
- Assist the City's legal team respond to any written questions as the litigation proceeds forward.
- Assist the City's legal team prepare for deposition of the other party.
- Participate in one deposition.

Since the construction work is ongoing and the cost recovery litigation is in its initial stage, it is difficult to exactly define the level of technical support that the City may require from us at this time. We are therefore proposing to perform these services on a time and material basis only as and when directed by the City's authorized representative, in accordance with our existing hourly rates schedule for the City. We are recommending an initial budget of \$50,000 be allocated to provide technical support on an as needed and as directed basis.

Task 2 – Regulatory Approval of ASR

During the excavation for the subsurface detention basin along the eastern side of the property, the contractor discovered ASR buried ranging from 3- feet to 6-feet below the grade elevation established during the site preparation phase of the project. Approximately 2,400 tons of the ASR material had to be excavated and stockpiled to allow the construction to continue without interruption. It was noted during that excavation that a significant volume remained buried along the eastern side of the property (referred to as undistributed ASR).

The excavated material was sampled and classified as hazardous waste and PCB regulated waste. Since the Environmental Protection Agency (EPA) rather than the New Jersey Department of Environmental Protection (NJDEP) regulates this unusual and atypical material, ARCADIS has been in contact the EPA regarding the regulatory requirements for management of this material. EPA has been cooperatively providing ARCADIS and the City guidance on the management of the ASR. However, EPA regulations required the City to dispose of the excavated material (disturbed ASR) at a regulated facility, which resulted in a construction

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Mr. Brian Weller
August 6, 2014

change order of \$1.4M. This cost is expected to be included in the cost recovery action.

For the undisturbed ASR, EPA required additional investigations and sampling. The investigations were conducted to establish the depth, horizontal and vertical limits, and potential volume of undisturbed ASR material. We currently estimate the volume of additional ASR to be in the range of 3,500 to 4,200 tons that still remains buried at the Site.

Based on the sampling results of the undisturbed ASR which showed exceedances in selected areas, EPA has indicated that the City's options are limited to either removing all the undistributed ASR and disposing offsite at a regulated facility or managing the ASR onsite under a Risk Based Disposal (RBD) Application that includes an engineered cap and institutional control (such as deed notice). The design of the JCMSC currently includes an engineered cap and a deed notice requirements, which should not entail any additional construction modification to pursue the RBD option.

Since the excavation and offsite disposal can result in additional construction cost ranging from \$3M to \$5+M, we have recommended and the City has decided to pursue the definitely more cost effective onsite management option by submitting a RBD Application. While the Risk Based Disposal option has been approved only sporadically by the EPA, ARCADIS was successfully able to obtain an approved RBD application for another client in EPA Region 1 and believe that this experience will benefit the City with its application.

Based on our previous experience and our understanding of the technical requirements for this option, we will perform the following services:

- Compile and present analytical results from 2008 through present to support our position.
- Conduct a risk analysis to evaluate the onsite management of ASR will not pose an unreasonable risk or injury to health or the environment.
- Prepare a RBD Application report containing analytical results, figures and proposed risk scenarios.
- Participate in conference calls with EPA, as required.
- Address one round of EPA administrative comments.

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Mr. Brian Weller
August 6, 2014

After submittal of the RBD Application, the EPA will make a determination if the ASR has been adequately characterized for them to approve the request for onsite management of the ASR or if additional technical information is needed to approve the application. This proposal includes the services necessary to produce what we believe would be an administrative and technically complete RBD Application and have include responding to administrative comments in this phase of the application process. It is unclear at this time what, if any, additional technical requirements EPA specify. Should additional technical effort be required, we would provide a separate proposal to the City to address these requirements.

Please note that the undisturbed ASR was discovered on the property owned by Sterling Capital and Liberty Storage. We have informed the Corporation Counsel and City's outside counsel. The cost incurred by the City for this effort will be tracked separately and submitted to the courts for consideration the cost recovery litigation.

Summary of Proposed Services

We propose to provide the additional services for technical litigation support and regulatory ASR approval described above on a time and material basis for the not-to-exceed amount of \$125,000. Services and incurred costs would be invoiced in accordance with our existing hourly rate schedule for the City, which has not changed since 2007. Costs for the proposed additional engineering services for each task area are shown in the table below. We have also included Exhibit A, which provides a breakdown of estimated man-hours.

Services	Cost
Task 1 – Technical Assistance during Cost Recovery	\$50,000
Task 2 – Regulatory Approval of ASR	\$75,000
Total	\$ 125,000

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Mr. Brian Weller
August 6, 2014

Please note, as in all our contracts with the City, the City will only be invoiced for the actual hours incurred. Our request reflects our current estimate of the level of effort required based upon the information available to us at this time. Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

ARCADIS U.S., Inc.

A handwritten signature in dark ink, appearing to read "Gerard M. Spiesbach".

Gerard M. Spiesbach
Associate Vice President

Copies:

I. Wilson, City of Jersey City – Corporation

This proposal and its contents shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to ARCADIS as a result of—or in connection with—the submission of this proposal, ARCADIS and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use, or disclose the data contained in this proposal only to the extent provided in the resulting contract.

C:\Users\spiesbae\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\11GRO79B\Cost Recovery and ASR Proposal - 2014 r.docx

Exhibit A
City of Jersey City
Jersey City Municipal Service Center
Professional Services Proposal

Task	Description	Principal In Charge	LSRP	Project Manager/ Sr. Project Engineer	Sr. Scientist/ Field Support	Project Engineer/ Scientist	Junior Engineer/ Scientist	CADD Support	Tech and Admin	Total Hours	Labor Costs	Subs and Other Direct Costs	Total
I	Technical Assistance during Cost Recovery	\$2,400	\$222	\$192	\$764	\$736	\$720	\$732	\$714				
		8	28	90	16	80	32	20	40	312	\$49,515	\$484	\$50,000
II	Regulatory Approval of ASR	4	24	80	90	175	70	60	32	536	\$72,256	\$2,744	\$75,000
	Total Direct Labor Cost	\$2,880	\$11,100	\$32,640	\$17,384	\$34,680	\$12,240	\$10,560	\$6,208				
	TOTAL									847	\$121,772	\$3,228	\$125,000

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@jenj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): GERARD M. SPIESBACH, ASSOCIATE VICE PRESIDENT

Representative's Signature: Gerard M. Spiesbach

Name of Company: ARCADIS - U.S., INC.

Tel. No.: 201-398-4379

Date: 9/12/14

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: GERARD M. SPIESBACH, ASSOCIATE VICE PRESIDENT
Representative's Signature: *Gerard M. Spiesbach*
Name of Company: ARCADIS U.S. INC.
Tel. No.: 201-398-4379 Date: September 12, 2014

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : ARCADIS U.S. INC.
Address : 17-17 Route 208 North, FAIR LAWN NJ 07410
Telephone No. : 201-398-4379
Contact Name : GERARD M. SPIESBACH

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

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Business Name: ARCADIS U.S., INC.

Address: 17-17 Route 208 North, Fair Lawn NJ 07410

Telephone No.: 201-398-4379

Contact Name: GERARD M. SPIESBACH

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

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American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

	
STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	ARCADIS U.S., INC.
Trade Name:	
Address:	630 PLAZA DR STE 200 HIGHLANDS RANCH, CO 80129
Certificate Number:	0878315
Effective Date:	May 20, 1998
Date of Issuance:	January 06, 2011
For Office Use Only: 20110106154854136	

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ARCADIS U.S. INC. (name of business entity) has not made any reportable contributions in the **one-year period preceding SEPT 24, 2014 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: ARCADIS U.S. INC.

Signed Gerard M. Spiesbach Title: Associate Vice President

Print Name: GERARD H. SPIESBACH Date: SEPTEMBER 12, 2014

Subscribed and sworn before me
this 12th day of Sept, 2014.

My Commission Expires 9/5/2018

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/5/2018

Helen Brown
(Affiant)
HELEN BROWN
(Print name & title of affiant) (Corporate Seal)

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavaro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
ARCADIS U.S., INC. IS WHOLLY OWNED BY	630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129
ARCADIS NORTH AMERICA, a COLORADO GENERAL PARTNERSHIP	

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: ARCADIS U.S., INC.

Signed: Gerald M. Spieser

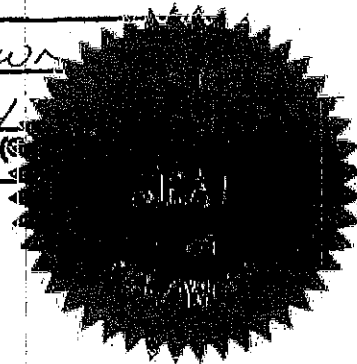
Title: Associate Vice President

Print Name: GERALD M. SPIESER

Date: SEPTEMBER 12, 2014

Subscribed and sworn before me this 12th day of
Sept., 2014
HELEN C. BROWN
 My Commission Expires 9/5/2018
 NOTARY PUBLIC OF NEW JERSEY

Helen Brown
 (Affiant)
HELEN BROWN
 (Print name & title of affiant)



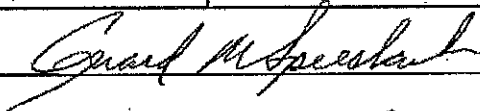
PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
ARCADIS U.S. INC IS Wholly owned by	630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129	100
ARCADIS NORTH.		
AMELICA, a Colorado General Partnership.		

SIGNATURE:

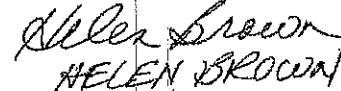


TITLE:

Associate Vice PresidentSUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY12th of Sept. OF 2014

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

HELEN C. BROWN


HELEN BROWNNOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20.NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/5/2018**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED
WITH THIS PROPOSAL).**

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14-636

Agenda No. 10.S

Approved: SEP 23 2014

TITLE:



RESOLUTION AUTHORIZING A THIRD AMENDMENT TO AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT WITH EPIC MANAGEMENT, INC. IN CONNECTION WITH CONSTRUCTION MANAGEMENT FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, AND TRAFFIC AND TRANSPORTATION

COUNCIL
RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the Municipal Council of the City of Jersey City (City) at its January 26, 2011 meeting did authorize the award of an extraordinary unspecifiable services contract in the amount of \$796,499.00 for construction management services for the new Municipal Services Center between the City of Jersey City (CITY) and Epic Management, Inc. (EPIC); Res. 11-044; and

WHEREAS, this contract amount was subsequently increased by a change order via Resolution 13.716 and Resolution 14.436 for additional services requested by the City which were not part of the original contract; and

WHEREAS, due to delays the General Contractor's timeline regarding construction of the project needs to be adjusted; and

WHEREAS, project delays will require the presence of the construction management consultant at the jobsite for a period of time past the anticipated completion date and as a result the contract term needs to be extended by an additional one (1) month and the contract amount increased by an additional \$12,032.00; and

WHEREAS, the additional amount to be encumbered for this contract amendment shall not exceed **TWELVE THOUSAND THIRTY-TWO DOLLARS (\$12,032.00)** bringing the overall contract amount to **ONE MILLION SIXTY-TWO THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$1,062,560.00)**; and

WHEREAS, the funds are available for this expenditure from

<u>Account</u>	<u>P. O. No.</u>	<u>Amount</u>
04-215-55-886-990	102204	\$12,032.00

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. a. The agreement with Epic Management, Inc. is amended to increase the contract amount by an additional \$12,032.00; and
- b. The contract with Epic Management, Inc. is amended to extend the contract term by an additional one (1) month effective as of July 31, 2014; and
- c. All other terms and conditions of the agreement shall remain in effect; and

City Clerk File No. Res. 14.636Agenda No. 10.5 SEP 23 2014

TITLE:

RESOLUTION AUTHORIZING A THIRD AMENDMENT TO AN UNSPECIFIABLE SERVICE CONTRACT TO EPIC MANAGEMENT, INC, IN CONNECTION WITH CONSTRUCTION ADVISORY AND OBSERVATION FOR THE NEW MUNICIPAL SERVICES CENTER, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING, AND TRAFFIC AND TRANSPORTATION

2. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-886-990 for payment of the above Resolution.

RR/ab
August 28, 2014

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation CounselCertification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A THIRD AMENDMENT TO AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT WITH EPIC MANAGEMENT, INC. IN CONNECTION WITH CONSTRUCTION MANAGEMENT FOR THE MUNICIPAL SERVICES COMPLEX, PRECINCT, PROJECT NO. 2009-029 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, AND TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Public Works	Architecture, Engineering and Traffic
Name/Title	Joseph D. Javier, RA.	Architect
Phone/email	(201) 547-5900	JavierJ@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Consulting firm to provide additional observation, reporting, and advisory services to the Owner, in order to determine that the contractor and design team is performing in a manner consistent with good design and management practices.

Cost (Identify all sources and amounts)

\$12,032.00 (Capital)
04-215-55-886-990

Contract term (include all proposed renewals)

One (1) month, extended through August, 2014

Type of award Fair and Open

If "Other Exception", enter type

Additional Information

Due to delays in the General Contractor's timeline regarding construction of the new Municipal Services Complex the project schedule must be adjusted. The contract with Epic Management who provides consulting observation, reporting and advisory services to the City will need to be extended to insure that the contractor continues to perform in a manner consistent with good design and management practices.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

9/17/14



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : August 27, 2014

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Joseph D. Javier, Architect
Brian F. Weller, L.L.A., Director, Architecture, Engineering, Traffic and Transportation

SUBJECT : Municipal Services Center - Phase II - Building Construction and Site Work
Project No. 2009-029B
Re: Third Amending Resolution - Epic Management

Due to delays the General Contractor's timeline to complete the construction of the project has been adjusted. It is necessary to increase the contract amount and term with Epic Management for additional services. These services include observation, reporting, and advisory services to the Owner, in order to determine that the contractor is performing in a manner consistent with construction contract documents, directives from the Architect and JCA as well as good design and management practices.

The attached amending resolution for your consideration reflects an extension of services for Epic Management, Inc. for the New Municipal Services Center.

ab
Attachment

c: Gregory Corrado, Assistant Business Administrator



July 25, 2014

Mr. Brian Weller
City of Jersey City
Division of Architecture
575 Route 440, 2nd Floor
Jersey City, NJ 07305

RE: Jersey City Municipal Services Complex
Jersey City, N.J.
Contract Extension Request
Our File JCMSC #3

Dear Brian:

By resolution 14.436, dated June 25, 2014, Epic's contract was extended until July 31, 2014. As you are aware, Terminal's latest schedule shows them not completing until September 16, 2014, but they expect to complete by September 1st. Since the tow pound remediation is still ongoing, the light pole bases have to be corrected, the truck scale must be installed, the final paving must be installed, and the punch list is ongoing we believe that our full-time site representation is needed. Therefore, we propose that we continue to provide our Project Engineer full-time on-site until August 31, 2014, and my part-time involvement and our office support staff.

As per our previous extension, the cost for this extension will be \$12,032.

If you have any questions, please do not hesitate to call me.

Sincerely,
Epic Management, Inc.

A handwritten signature in black ink, appearing to read "D DelMar".

Dan DelMar, LEED AP
Project Executive

cc: Gregory Corrado, JC Asst. BA
Robert Epifano, Jr., Epic Management
Julian Salazar, Epic Management

Epic Management, Inc.

48 Wulaton Road • Kintnersville, PA 18930
732-239-2866 • ddelmar@epicbuilds.com

RECEIVED

2014 JUN 18 PM 1:46

DIVISION OF ARCHITECTURE

Change to

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract/compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

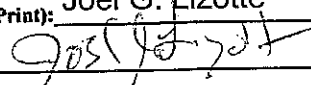
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Joel G. Lizotte

Representative's Signature: 

Name of Company: Epic Management, Inc.

Tel. No.: 732-752-6100

Date: June 9, 2014

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Joel G. Vizotte, Sr. Vice President
Representative's Signature: [Signature]
Name of Company: Epic Management, Inc.
Tel. No.: 732-752-6100 Date: June 9, 2014

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Epic Management, Inc.
Address : 136 Eleventh Street, Piscataway, NJ 08854
Telephone No. : 732-752-6100
Contact Name : Joel G. Lizotte

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Epic Management, Inc. (name of business entity) has not made any reportable contributions in the **one-year period preceding March 11, 2011 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Epic Management, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Epic Management, Inc.

Signed Joel G. Lizotte

Title: Sr. Vice President

Print Name Joel G. Lizotte

Date: June 9, 2014

Subscribed and sworn before me
this 9 day of June, 2014.

My Commission expires:

Nicole Mason

Robert Epifano, Jr. CEO

(Print name & title of affiant)

(Corporate Seal)

NICOLE MASON
Notary Public of New Jersey
My Commission Expires February 4, 2015

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidates committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Robert Epifano, Jr.	824 Summit Ridge Drive, Bridgewater, NJ 08807
John Epifano	5 Gabriella Lane, Warren, NJ 07059

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Epic Management, Inc.

Signed: [Signature] Title: Sr. Vice President

Print Name: Joel G. Lizotte Date: June 9, 2014

Subscribed and sworn before me this 9th day of

June, 2014

My Commission expires:

NICOLE MASON

Notary Public of New Jersey

My Commission Expires February 4, 2015

[Signature]
(Affiant)
Robert Epifano, Jr., CEO

(Print name & title of affiant) (Corporate Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions. In pertinent part...**

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

| Name                | Address                                       | % owned |
|---------------------|-----------------------------------------------|---------|
| Robert Epifano, Jr. | 824 Summit Ridge Drive, Bridgewater, NJ 08807 | 50%     |
| John Epifano        | 5 Gabriella Lane, Warren, NJ 07059            | 50%     |
|                     |                                               |         |
|                     |                                               |         |
|                     |                                               |         |

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Sr. Vice President

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

9th June OF 2014

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NICOLE MASON

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .Notary Public of New Jersey  
My Commission Expires February 4, 2015**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED  
WITH THIS PROPOSAL).**

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-OCT-2011 to 15-OCT-2014

EPIC MANAGEMENT  
136 ELEVENTH ST.  
PISCATAWAY

NJ 08854



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TRADE NAME:

CONTRACTOR CERTIFICATION#

0106293

ISSUANCE DATE:  
11/02/01

*Patricia A. Chacchis*  
Director, Division of Revenue

**This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.637

Agenda No. 10.7

Approved: SEP 23 2014

TITLE:



## RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES CONTRACT WITH MIDTOWN OCCUPATIONAL MEDICINE, LLC TO PROVIDE EMPLOYEE MEDICAL SERVICES.

### COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, Resolution 14-162, approved on March 12, 2014, authorized an amendment to a professional services agreement with Midtown Occupational Medicine, LLC. to provide employee medical services for the Division of Personnel; and

**WHEREAS**, the contract award was made in accordance with the Fair and Open Process of the Pay-to-Play Law, N.J. S. A. 19:44A-20.4 et seq; and

**WHEREAS**, the City has rejected all proposals and will substantially revise and reissue a request for proposals (RFP) for employee medical services; and

**WHEREAS**, the City anticipates awarding a contract at the October 8, 2014 council meeting; and

**WHEREAS**, the City desires to continue to provide employee medical services during the evaluation period after proposals are received; and

**WHEREAS**, the director of Human Resources has determined that an additional \$60,000 will be needed to fund these services through October 8, 2014;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The contract with Midtown Occupational Medicine, LLC is amended to extend the contract term by an additional six (6) months effective until October 8, 2014; and
2. The agreement with Midtown Occupational Medicine, LLC is amended to increase the contract amount by an additional \$60,000

I, Donna Maurer (Donna Maurer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 01-201-20-108-312 for payment of the above Resolution.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

P.O. # 114742

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Resolution Authorizing An Amendment To A Professional Services Contract With Midtown Occupational Medicine, LLC To Provide Employee Medical Services

**Project Manager**

|                     |                 |                      |
|---------------------|-----------------|----------------------|
| Department/Division | Human Resources | Workforce Management |
| Name/Title          | Nancy Ramos     | HR Director          |
| Phone/email         | 201-547-5224    | NancyR@cnj.org       |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

To request an Amendment to a Professional agreement with Midtown Occupational Medicine, LLC

**Cost (Identify all sources and amounts)**

\$60,000

**Contract term (include all proposed renewals)**

October 8<sup>th</sup>, 2014

Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Nancy Ramos  
Signature of Department Director

9/9/14  
Date

Purchasing Checklist

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

Resolution Authorizing An Amendment To A Professional Services Contract With Midtown Occupational Medicine, LLC To Provide Employee Medical Services

**Purchasing Checklist**

Non-Collusion Affidavit  
Public Disclosure Information  
Mandatory EEO Language  
Employee Information Report  
Americans with Disabilities Act  
MWBE Questionnaire  
NJ Business Registration Certificate  
Jersey City Pay-to-Play Certification  
Pay-to-Play Business Entity Disclosure  
Pay-to-Play Political Contribution Disclosure  
Determination of Value (over \$17,500)  
EUS Certification  
Price Quote  
Contract  
Debarment Certification  
Determination of Emergency  
Certificates of Experience General Contractor  
Plant/Equipment Questionnaire - GC  
Consent of Surety  
Acknowledgement of Addendum

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.638

Agenda No. 10.U

Approved: SEP 23 2014

TITLE:



**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH EDWARDS WILDMAN PALMER, LLC TO REPRESENT FORMER POLICE CHIEF ROBERT COWAN AND PUBLIC SAFETY DIRECTOR JAMES SHEA IN THE MATTER OF FRANCIS DEFAZIO AND SHAZIA DEFAZIO V. CITY OF JERSEY CITY, ET AL.**

**WHEREAS**, Robert Cowan and James Shea have been named in a complaint filed by Francis DeFazio and Shazia DeFazio alleging violation of their civil rights as well as a hostile work environment; and

**WHEREAS**, the City requires the services of Edwards Wildman Palmer, LLP to represent former Police Chief Cowan and Public Safety Director Shea in this matter; and

**WHEREAS**, the City of Jersey City maintains excess general liability insurance that includes payment of legal fees once the self-insured retainage amount has been reached in certain cases; and

**WHEREAS**, Edwards Wildman Palmer, LLP, 44 Whippany Road, Suite 280, Morristown, New Jersey, are attorney-at-laws in the State of New Jersey and are qualified to perform these services; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play) took effect on January 1, 2006; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Play-to-Play Law); and

**WHEREAS**, Edwards Wildman Palmer, LLP have submitted their Certification of Compliance with City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

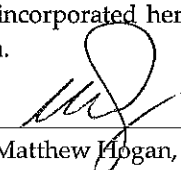
**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

City Clerk File No. Res. 14.638Agenda No. 10.U SEP 23 2014

TITLE: **RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH EDWARDS WILDMAN PALMER, LLC TO REPRESENT FORMER POLICE CHIEF ROBERT COWAN AND PUBLIC SAFETY DIRECTOR JAMES SHEA IN THE MATTER OF FRANCIS DEFAZIO AND SHAZIA DEFAZIO V. CITY OF JERSEY CITY, ET AL.**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The agreement with the law firm of Edwards Wildman Palmer, LLP is hereby authorized for one year, effective September 23, 2014 for a total amount of \$50,000.00.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-1 et seq.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
5. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.

  
Matthew Hogan, Risk Manager

MM/dc  
9/9/14

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

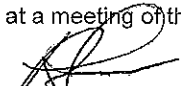
APPROVED 9-0

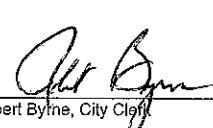
| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMEN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH EDWARDS WILMAN PALMER, LLP TO REPRESENT FORMER POLICE CHIEF ROBERT COWAN AND PUBLIC SAFETY DIRECTOR JAMES SHEA IN THE MATTER OF FRANCIS DEFAZIO AND SHAZIA DEFAZIO V. CITY OF JERSEY CITY, ET AL.**

**Project Manager**

|                     |                |                     |
|---------------------|----------------|---------------------|
| Department/Division | Law            | Law                 |
| Name/Title          | Jeremy Farrell | Corporation Counsel |
| Phone/email         | 201-547-4667   | JFarrell@jenj.org   |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

Outside counsel to represent former Police Chief Robert Cowan and Public Safety Director James Shea.

**Cost (Identify all sources and amounts)**

\$50,000.00

**Contract term (include all proposed renewals)**

1 year

**Type of award**

Fair/Open

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

# EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, national origin or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to hiring, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, national origin or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract/compliance](http://www.state.nj.us/treasury/contract/compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

## EXHIBIT A N.J.S.A. 10:5-31 and N.J.A.C. 17:27 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE Goods, Professional Services and General Service Contracts (Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print) Sheryl D. Hanley, Global Director of Human Resources

Representative's Signature: *Sheryl D. Hanley*

Name of Company: Edwards Wildman Palmer LLP

Tel. No. 401-276-6628

Date: 7/8/14

**APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, damages, or expenses, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other action available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title: Sheryl D. Hanley, Global Director of Human Resources  
 Representative's Signature: Sheryl D. Hanley  
 Name of Company: Edwards Wildman Palmer LLP  
 Tel. No.: 401-276-8828 Date: 7/8/14

City of Jersey City

6/19/2014 10:54 AM

# Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Edwards Wildman Palmer LLP  
Address : 44 Whippany Road, Morristown, NJ 07960  
Telephone No. : 973-520-2300  
Contact Name : George R. Talarico

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE) ☒ Neither

## Definitions

### Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintain cultural identification through tribal affiliation or community recognition.

### Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY  
CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128  
ADOPTED ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Edwards Wildman Palmer LLP (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 7/8/14 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Edwards Wildman Palmer LLP (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity:

Signed George R. Talarico (Print Name) Partner

Print Name George R. Talarico Date: 7/8/14

Subscribed and sworn before me  
this 8th day of July, 2014.

(Affiant)

My Commission expires:

(Print name & title of affiant) (Corporate Seal)



**JILL O. KIENZ  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JUNE 11, 2017**

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

# BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

## Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the ~~name of business entity~~ <sup>Edwards Wilkman</sup> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding ~~(date of award scheduled for approval of the contract by the governing body)~~ <sup>July 31, 2014</sup> to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the ~~name of entity of elected officials~~ <sup>(see attached)</sup> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| Election Fund for Steven Fulop (2013) | Councilperson Frank Gajewski          |
| Team Fulop                            | Councilperson Khemraj "Chico" Ramchal |
| Team Fulop Runoff                     | Councilperson Richard Boggiano        |
| Lavarro for Council                   | Councilperson Michael Yun             |
| Councilperson Joyce E. Watterman      | Councilperson Candice Osborne         |
| Councilperson Daniel Rivera           | Councilperson Diane Coleman           |

## Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
 ☐ Limited Partnership
 ☐ Limited Liability Corporation
 ☒ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
| NONE                         |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

## Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Edwards Wilkman Palmer LLP  
 Signature: George F. Talarico Title: Partner-in-Charge, NJ office  
 Print Name: George F. Talarico Date: \_\_\_\_\_

Subscribed and sworn before me this 4th day of September 2014

My Commission expires: \_\_\_\_\_

Jill D. Kienz  
(Affiant)

JILL D. KENZ  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JUNE 11, 2017

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.

## Part I - Vendor Information

|              |                            |        |       |
|--------------|----------------------------|--------|-------|
| Vendor Name: | Edwards Wijdman Palmer LLP |        |       |
| Address:     | 44 Whippany Road           |        |       |
| City:        | Morris town                | State: | NJ    |
|              |                            | Zip:   | 07960 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

*George R. Talarico*  
Signature

George R. Talarico  
Printed Name

Partner in Charge, NJ Office  
Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

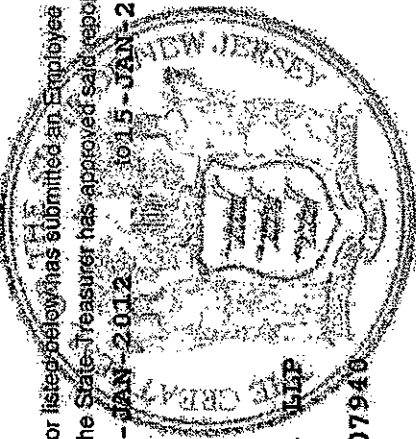
| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
|                  |                |      | \$            |
| <del>NONE</del>  |                |      |               |
|                  |                |      |               |
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☐ Check here if the information is continued on subsequent page(s)

Certification 24335

# **CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2012** to **15-JAN-2015**



**EDWARDS WILDMAN PALMER, LLP  
ONE GIRALDA FARMS  
MADISON NJ 07948**



**Andrew P. Sidamon-Eristoff  
State Treasurer**

10/06/11

Taxpayer Identification#

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

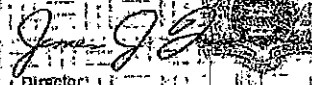
If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

Wish you continued success in your business endeavors.

Sincerely,



James J. Frisellone  
Director  
New Jersey Division of Revenue

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE |                                            | DEPARTMENT OF TREASURY/<br>DIVISION OF REVENUE<br>PO BOX 280<br>TRENTON, NJ 08646-0282                                             |          |
|----------------------------------------------------------|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|----------|
| TAXPAYER NAME:                                           | EDWARDS WILDMAN PALMER LLP                 | TRADE NAME:                                                                                                                        |          |
| ADDRESS:                                                 | ONE GIRALDA FARMS<br>MADISON NJ 07940-1027 | SEQUENCE NUMBER:                                                                                                                   | 0056882  |
| EFFECTIVE DATE:                                          | 04/21/06                                   | ISSUANCE DATE:                                                                                                                     | 10/06/11 |
| FORM PRC                                                 |                                            | <br>Director<br>New Jersey Division of Revenue |          |

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.639

Agenda No. 10.V

Approved: SEP 23 2014

TITLE:

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
A LICENSE AND GIFT AGREEMENT BETWEEN THE  
CITY OF JERSEY CITY AND THE FRIENDS OF VAN  
VORST PARK, INC. TO CREATE A MEMORIAL  
PLAQUE PROGRAM**



**COUNCIL**

offered and moved adoption of the following Resolution:

**WHEREAS**, The City of Jersey City ("the City") is a Municipal Corporation of the State of New Jersey, with offices located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, Jersey City, New Jersey; and

**WHEREAS**, the Friends of Van Vorst Park, Inc. is a 501(c)(3) organization which wishes to establish a Memorial Plaque Program to raise money for the maintenance of Van Vorst Park as a gift to the City, in accordance with the provisions of the License and Gift Agreement attached hereto as Exhibit A; and

**WHEREAS**, the Friends of Van Vorst Park, Inc. will sell memorial plaques to the general public who will be encouraged to use these plaques as a means to honor a friend, a loved one, or to commemorate an anniversary or important event; and

**WHEREAS**, the Friends of Van Vorst Park, Inc., under the supervision of the Director of Parks and Forestry, will fabricate and affix these memorial plaques to benches throughout Van Vorst Park and in front of trees throughout Van Vorst Park; and

**WHEREAS**, the fee for each plaque shall be seven hundred and fifty (\$750.00) dollars and each memorial plaque shall be in place for a period of ten (10) years; and

**WHEREAS**, after the expiration of this period the purchaser of the memorial plaque has the option to renew for another ten-year period, or, if the original purchaser chooses not to renew, the plaque shall be removed and returned to the purchaser; and

**WHEREAS**, the Friends of Van Vorst Park, Inc. agrees to use the proceeds collected from the Program for the maintenance of Van Vorst Park as a gift to the City; and

**WHEREAS**, the Friends of Van Vorst Park, Inc. will administer the Program at no cost to the City.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The Business Administrator is authorized to execute the Agreement between the Friends of Van Vorst Park, Inc. and the City.
2. The Agreement, attached as Exhibit A shall be substantially in the form attached, subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel or the Business Administrator.

JJH 9/17/14

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMANN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# EXHIBIT A

## **LICENSE AND GIFT AGREEMENT**

This License and Gift Agreement [the Agreement] entered into by and between **The City of Jersey City**, a municipal corporation of the State of New Jersey, having its principal offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 (hereinafter referred to as the "**CITY**"), and **THE FRIENDS OF VAN VORST PARK, INCORPORATED**, with offices at 430 Communipaw Avenue, Jersey City, New Jersey 07304, (hereinafter referred to as the "**LICENSEE**").

**NOW THEREFORE**, the parties hereto do mutually agree as follows:

**1. PURPOSE:**

To allow the **LICENSEE** to sell commemorative plaques which can be attached to benches within Van Vorst Park or placed in front of trees within the Park, in order to raise the funds to maintain beautify and the Park.

**2. SCOPE OF SERVICES:**

This Agreement outlines the provisions of a fundraising program for Van Vorst Park entitled the "Van Vorst Park Memorial Plaque Program (hereinafter referred to as the "the Program").

- A. The **LICENSEE**, a 501(c)(3) organization, shall sell memorial plaques to the public who will be encouraged to use these plaques as a means to honor an individual, a friend or a loved one, or to commemorate an anniversary or important event. Corporate logos and/or commercial advertisements of any kind are expressly forbidden.
- B. The sale of these plagues is intended to raise money for maintenance services in Van Vorst Park as a gift to the **CITY**, in accordance with the provisions of this Agreement.
- C. The **CITY** will permit the **LICENSEE** or its duly designated agents, servants, employees, contractors or invitees to attach these plaques to City-owned park benches throughout Van Vorst Park and place commemorative plaques in front of City-owned trees throughout Van Vorst Park.
- D. The **LICENSEE** will implement and administer the Program at no cost to the **CITY**. All funds collected from the Program shall be used exclusively for the maintenance of Van Vorst Park. No permanent improvements to the Park beyond the installation of memorial plaques shall be permitted unless the improvements have been approved in writing by the Director of Parks and Forestry, at least five (5) days before work is to commence.

E. The **LICENSEE** shall accept sole responsibility for any or all security, if necessary, for its personnel, equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invitees needed to facilitate the Program, at no cost to the **CITY**.

F. Neither the **LICENSEE** nor any plaque donor shall acquire any right, title, or interests in any park property. All plaques will be returned to their respective donors at the end of the term.

3. **FEES:**

There is no charge to the **LICENSEE** for participation in this Agreement. The **LICENSEE** shall charge members of the public **SEVEN HUNDRED AND FIFTY (\$750.00) DOLLARS** for each plaque, good for a period of ten (10) years.

4. **ANNUAL BUDGET AND ACCOUNTING REPORTS :**

The **LICENSEE** shall submit an annual budget to the City's Business Administrator every December 15<sup>th</sup> showing proposed expenditures and revenue received. If the 15<sup>th</sup> should fall on a Saturday or a Sunday, then the **LICENSEE** shall submit the budget on the Monday immediately following December 15<sup>th</sup>. The **CITY** reserves the right to veto any and all proposed expenditures. In addition, the **LICENSEE** shall provide annual proof that the **LICENSEE** is in good standing as a non-profit under State and Federal law.

The **LICENSEE** shall provide an accounting report of its financial activities related to this program to the City's Business Administrator every March 15<sup>th</sup>, June 15<sup>th</sup> and September 15. If 15<sup>th</sup> should fall on a Saturday or a Sunday, then the **LICENSEE** shall provide an accounting of its financial activities related to this program to the Business Administrator on the Monday immediately following the 15<sup>th</sup>.

Upon reasonable, written request, **LICENSEE** shall provide a report to the Business Administrator and/or Municipal Council, and shall, at the request of the Business Administrator and/or Municipal Council, provide oral or written reports regarding any aspect of this Program from time to time.

All records pertaining to this program and maintained by the **LICENSEE** shall be given over to the **CITY** immediately upon the termination or expiration of this Agreement.

5. **RECORDS:**

The **LICENSEE** shall be responsible for maintaining records of each donation. The records shall contain all relevant information such as the donor's name, the person's name who is being memorialized, whether on a bench and/or in front of a tree, the bench and/or

tree location, etc.

The **LICENSEE** shall be responsible for contacting donors in the ninth year of the program and determine if the donor wishes to renew their participation in the memorial plaque program for another ten-year period. The **CITY** will not play any role in the solicitation of donors.

6. **NOTICES:**

The **LICENSEE** shall provide in writing to the **CITY** the names of two (2) authorized representatives of the **LICENSEE** who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for **LICENSEE**.

All notices and demands, incidental to this Agreement, or the occupation and or use of the Park, shall be in writing. If the **LICENSEE** desires to serve upon the **CITY** any notice or demand, it shall be sufficient to send a copy by regular and certified mail, return receipt, addressed as follows:

City of Jersey City  
Business Administrator  
280 Grove Street  
Jersey City, New Jersey 07302

With copy to:

Jersey City Law Department  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

Notices from the **CITY** to the **LICENSEE** shall be sent by regular and certified mail, return receipt, addressed as follows:

President  
The Friends of Van Vorst Park, Inc.  
430 Communipaw Avenue  
Jersey City, New Jersey 07304

7. **CITY'S OBLIGATIONS:**

The parties intend only to create a temporary license and not to convey a lease, easement or any other interest or estate in or running with the land. It is specifically agreed and understood that **LICENSEE** will not acquire any prescriptive interest or rights whatsoever to the Property under this Agreement.

The **CITY** reserves unto itself for any and all purposes, all rights of entry and possession,

including but not limited to the inspection, repair and maintenance of any City property therein or for any other public purpose.

The **CITY** is responsible for providing routine maintenance of the park benches and trees only. The **CITY** does not guarantee tree survivability, nor park bench(es) and plaque longevity. The **CITY** is not responsible for replacing plaques that are stolen, vandalized, worn out, irreparably damaged or destroyed.

8. **TERM:**

The term of this Agreement shall be one year with up to nine automatic renewals effective as of September 23, 2014 and shall end on September 23, 2024. The **LICENSEE** shall have the option to renew this agreement for another ten (10) year term.

Each memorial plaque shall remain in place for a period of ten (10) years. After the expiration of this period the purchaser of the memorial plaque will have the option to renew for another ten-year period at the then prevailing fee. If the original purchaser chooses not to renew, the plaque shall be removed and, if possible, returned to the purchaser.

If appropriate, the **CITY** agrees to leave the plaques on the benches and in front of the trees within the park for a period of ten years from the date of the installation provided that the **LICENSEE** maintains installation and other records and provides those records to the **CITY** upon the termination or expiration of this Agreement.

9. **INDEMNIFICATION:**

The **LICENSEE** shall at all times defend, indemnify and hold the **CITY** harmless, from and against any and all third party claims, damages, liabilities, costs and expenses, whether in contract or tort, arising out of personal injury, including death, or property damage, caused by the negligent and/or intentional act or omission while performing its obligations under this Agreement. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and sole authority to defend or settle such claim.

In addition, **LICENSEE** shall defend, indemnify, save and hold harmless the **CITY** from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever including but not limited to any environmental damage or claims caused or exacerbated by the use of the Property, arising by reason of this Agreement or the use of the Property by the **LICENSEE** or any of its agents, servants, employees, contractors or invitees, in, on or about the Property during the term of this agreement, whether the use of the Property is within or outside the scope of the above permitted use. The **LICENSEE**'s obligations that arise during the period of this license, hereunder shall survive any termination of this Agreement.

All accidents or injuries to person, or any damages, etc., occurring as a result of or in

connection with the **LICENSEE**'s use of the Property, shall be reported immediately to the City of Jersey City, Division of Risk Management, the Office of Real Estate and the City Engineer, as authorized representatives of the City together with all information required by the **CITY** on prescribed forms to be provided by the **CITY**.

10. **CHANGES TO THE MEMORIAL PLAQUE PROGRAM:**

Any changes in the Program, or other terms of this Agreement shall only be made by a written amendment to this Agreement, approved and signed by the parties hereto.

11. **OWNERSHIP OF PARK BENCHES:**

All park benches utilized hereunder by **LICENSEE** for purposes of instituting this program shall at all times remain the property of the **CITY**.

12. **LIMITATION OF LIABILITY:**

Subject to the limitations imposed in Paragraph 5 (Indemnification and Insurance), neither party shall be liable for any incidental, indirect, consequential, or punitive damages, under any circumstances.

13. **ASSIGNMENT:**

**LICENSEE** shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or its right, title or interest in or to the same or any part thereof without prior written consent of the **CITY**.

14. **INTEGRATED AGREEMENT:**

This Agreement, including any attachments referenced herein, constitutes the entire agreement of the parties. No prior agreements or understandings or oral modifications or representations are enforceable unless reduced to written form, signed by both parties, and are incorporated herein by amendment prior to performance of the affected program.

15. **GOVERNING LAW:**

This Agreement shall be governed by and interpreted pursuant to the law of the United States and the State of New Jersey, as appropriate, notwithstanding any provisions of such laws relating to jurisdiction.

16. **TERMINATION:**

Either party shall have the right to terminate this Agreement at its convenience without

cause at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Termination of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination.

**IN WITNESS WHEREOF**, the City and **LICENSEE** have executed this Agreement:

**ATTEST:**

**CITY OF JERSEY CITY**

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Robert Byrne  
City Clerk

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Robert J. Kakoleski  
Business Administrator

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Date

**WITNESS:**

**THE FRIENDS OF VAN VORST  
PARK, INC**

---

President  
The Friends of Van Vorst Park, Inc.

---

Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.640

Agenda No. 10.W

Approved: SEP 23 2014

TITLE:



## RESOLUTION APPROVING "CITY OF JERSEY CITY CROSON STUDY", THE PURCHASING DISPARITY STUDY FOR THE CITY OF JERSEY CITY PREPARED BY MGT OF AMERICA, INC.

**COUNCIL** offered and moved adoption of the following Resolution:

**WHEREAS**, on May 31, 2011 MGT of America, Inc., prepared a report entitled "A Purchasing Disparity Study for the City of Jersey City hereinafter referred to as "the Croson Study"; and

**WHEREAS**, governmental entities have authorized such disparity studies in response to the United States Supreme Court case City of Richmond v. J.A. Croson Co., 488 U.S. 469 (1989) and subsequent case law to determine whether there is a compelling interest for remedial procurement programs in establishing minority and women owned business enterprise programs for local governmental entities; and

**WHEREAS**, "the Croson Study" was designed to determine whether existing Jersey City efforts have eliminated active and passive discrimination, to analyze city procurement trends and practices from fiscal year 2002 through fiscal year 2008 and to evaluate various options for future program development; and

**WHEREAS**, "the Croson Study" made recommendations in improving as well as commending the City of Jersey City for its efforts in inclusion of minority and women business enterprises in its procurement programs.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City hereby approves the Purchasing Disparity Study prepared by MGT of America, Inc. also known as "the Croson Study"; and

**BE IT FURTHER RESOLVED** based upon the approval of "the Croson Study" the Municipal Council hereby finds that a compelling interest exists that narrowly tailored remedial procurement programs be continued and established for minority and women owned business enterprise programs in the City of Jersey City; and

**IT IS FURTHER RESOLVED** that the Mayor establish by Executive Order a committee that includes at least two council persons to determine what legislative and administrative action is needed to implement "the Croson Study."

VS/dc  
9/18/14  
APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMANN    | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL  
CORPORATION COUNSEL

MEMORANDUM

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TO: Jeremy Farrell, Corporation Counsel

FROM: Vincent Signorile, Assistant Corporation Counsel *V.S.*

DATE: August 7, 2014

SUBJECT: Summary of Purchasing Disparity Study (Croson Report)

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You have requested that I summarize the report prepared on May 31, 2011 by MGT of America, Inc. entitled "A Purchasing Disparity Study for the City of Jersey City, New Jersey." The report is over 350 pages and is broken down into 8 chapters including a lengthy appendix. The results of the study and their conclusions are based upon information set forth in Chapter 3 to 7 of the report.

**Report Introduction**

In July of 2007, the City of Jersey City contracted with MGT of America, Inc. to conduct a purchasing disparity study for the City. Governmental entities like the City of Jersey City have authorized disparity studies in response to the City of Richmond v. J.A. Croson Co., 488 U.S. 469 (1989) decision and subsequent case law to determine whether there is a compelling interest for remedial procurement programs in establishing a minority and women-owned business enterprise program for the local governmental entity. The study was designed to determine whether existing Jersey City efforts had eliminated active and passive discrimination to analyze city procurement trends and practices from fiscal year 2002 through fiscal year 2008 and to evaluate various options for future program development. The results of the study and the conclusions are set forth in detail chapters 3.0 through 7.0 of the report. The major findings and recommendations are set forth in Chapter 8.0. This memo will summarize this report.

## **Legal Background**

The legal background for the study is based upon the United States Supreme Court Decision in City of Richmond v. J.A. Croson Company, 488 U.S. 469 (1989) and later cases that have established and applied certain constitutional standards for an affirmative action program. The Courts have determined that an affirmative action program involving governmental procurement of goods or services must meet certain standards. A remedial race-conscious program is subject to the strict judicial scrutiny test under the Equal Protection Clause of the United States Constitution. Such a test requires a compelling governmental interest in the program and narrow tailoring of the program.

The City of Richmond v. J.A. Croson Company case established the framework for reviewing the validity of programs based on racial discrimination. In 1983, the Richmond City Council adopted a Minority Business Utilization Plan. The evidence before the Council established that a variety of state and local contractors had little or no minority business memberships. J.A. Croson Company, a non-minority business enterprise filed a lawsuit against the City of Richmond alleging that the plan was unconstitutional because it violated the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution. The United States Supreme Court determined that strict scrutiny was the appropriate standard of judicial review for Minority Business Enterprise Program, so that a race-conscious program must be based on a compelling governmental interest and be narrowly tailored. This standard requires a determination based on evidence to conclude that the under utilization of minorities is a product of past discrimination. The United States Supreme Court determined in the Croson case because of the lack of direct evidence of race discrimination on the part of the City of Richmond in its contracting activities and no evidence that the city's prime contractors had discriminated against minority-owned subcontractors that the City of Richmond's program was unconstitutional. The Croson case was limited to the review of a Minority Business Enterprise Program.

In evaluating gender-based classifications, the Courts have used what has been called an intermediate scrutiny, a less stringent standard of review rather than strict scrutiny. Intermediate scrutiny requires that when classifying persons on the basis of sex a public entity must carry the burden of showing an exceedingly persuasive justification for the classification. This classification meets this burden only by showing at least that the classification serves an important governmental objectives and that the discriminatory means employed are substantially related to the achievement of those objectives. This standard would be applied in reviewing Women Business Enterprise Programs.

When a governmental entity develops and implements a contracting program that is sensitive to race and gender, they must do so in accordance with existing case law as their guide. Case law has established specific requirements that must be addressed so that such programs can withstand judicial review for constitutionality and prove to be just and fair. A local governmental entity must engage in a specific fact finding process to compile a thorough, accurate and specific evidentiary foundation to determine whether there is in fact discrimination sufficient to justify an affirmative action plan. Moreover, a local government must continue to update this information and review their programs in view

of such updates. While there are different outcomes in individual United States Federal Circuit Courts overwhelming the differences hinge upon the level of evidence and rigor with which disparity studies have been conducted. It would appear that Women Minority Business Enterprise Programs can withstand such challenges if local governmental entities comply with the requirements as set forth by the Courts in case laws.

### **Review of Policies Procedures and Programs**

The study focuses on the City of Jersey City's procurement policies and practices with regard to Construction, Professional Services and Supplies. The documents reviewed for this study are set forth below.

#### **Documents Review During Policy and Procedure Review** **Description**

1. Jersey City, Purchasing Policies and Procedures Manual
2. Minority and Women Business Participation in City Construction Contracts (undated)
3. New Jersey Department of Community Affairs, Division of Local Government Services, Local Finance Notice, Adjustment of Public Bidding Threshold, July 1, 2005
4. Local Unit Pay to Play Ch 19 Decision Tree
5. Division of Architecture, Department of Administration, City of Jersey City, Specifications for Pershing Field Pool Resurfacing, Project No. 2006-14
6. City of Jersey City, Office of Management Review, Analysis and Recommendations: Division of Purchasing & Central Services, February 2004, Appendix C: Andersen Report Recommendations
7. Jersey City, Local/Minority/Women/Small Business Enterprise Program, Registration Application/Questionnaire
8. Jersey City Manning Reports
9. Project Employment and Contracting Agreement, 5-16-02
10. Tax Abatements in Jersey City 2009
11. Tax Abatements in Jersey City: A Vehicle for Growth & Prosperity (PowerPoint presentation)(undated)
12. Jersey City Municipal Code § 148-4
13. Jersey City Municipal Code § 07-123
14. Jersey City Municipal Code, Article IV, § 3-60.2.
15. Local Public Contracts Law NJSA 40A:11-1 et seq.
16. Jersey City, EEO/Affirmative Action Requirements, Goods, Professional Services, General Services Contracts (Jersey City website)
17. City of Jersey City, Request For Qualifications, Bond Counsel Services (2009)

Further, New Jersey State Statutes governing local contracting authorize set asides and goals to qualified minority and women business enterprises under N.J.S.A. 40A:11-42(a), (b). Agencies that have established a set aside program are required to submit a report to their governing body. N.J.S.A. 40A:11-48.

Jersey City's outreach to businesses included:

- Maintaining the City web site, which includes information on upcoming bids.
- Holding Pre-bid Conferences.
- Holding Workshops on how to do business with the City.

The City's Office of Equal Opportunity provides by the City Ordinance Sec. 3-60.2C(2) (a) that:

"It is the responsibility of the EEO/AA to ensure equal access and equal opportunity in all employment, procurement and contracting transactions for and within Jersey City. Also, it warrants that employees, businesses, women-owned businesses and minority businesses (M/WBE) receive fairness and equity."

The City Ordinance further provides that the office is "responsible for all programs of implementation and enforcement of public policy and local, state and federal laws with respect to nondiscrimination, equal opportunity, affirmative action ..." Sec. 3-60.2 C (2) (b). At the time of the study, the EEO/AA office was part of the Department of Business Administration and the staff was limited having decreased from seven to two. This decrease has limited City Minority Women Enterprise initiatives and operations.

While the Jersey City tax abatement ordinance does not mention minority women enterprise requirements or subcontractor requirements, the standard project employment and contracting agreement language however, has required that recipients make a good faith effort to achieve a 20 percent goal for local business and 51 percent for minority women business enterprises.

The City's focus on remedial efforts regarding disparity have primarily been directed on tax abatements and employment on those projects. State statutes and city ordinance allow for minority women business enterprise programs however, there have not been significant efforts on behalf of the City on such programs in recent years. Jersey City has limited staff and resources devoted to business development programs in general and on minority women business enterprise programs in particular.

### **Findings For Minority Women Business Enterprises**

1. There was an underutilization by the City in most business categories in relation to the availability of women minority business firms to do business with the City.

- 8.49% Construction Contracts

- 3.89% Architecture and Engineering Contracts
- 6.38% Professional Service Contracts
- 0.66% Other Services
- 1.41% In Goods and Supplies

2. There was a general disparity in the city award of subcontractors; the study found that only four minority women business enterprise programs subcontractors were awarded six contracts over the study period. 6.38% of the subcontracts awarded went to Minority Business Enterprise. Private sector commercial construction showed little utilization of minority women business enterprise as prime and subcontracting firms. Almost zero for prime contracting and less than 0.5 percent of the number of subcontracts. In Corson, the Court established that a municipality has a compelling governmental interest in redressing not only discrimination committed by the municipality itself, but also discrimination committed by private parties within the municipality's jurisdiction, so long as the municipality in some way participated in the discrimination to be remedied by the program.

3. The available data indicated that only five minority business enterprises and two women business enterprises were utilized by developers receiving tax abatements, this represented only 1.28 percent of the total. In the Manning Reports reviewed minorities were 9.8 percent and women were 0.9 percent of the hiring on Jersey City tax abatement projects. While minorities and women were 43.1 percent of construction employees in the census data.

4. While there are state statutes and local ordinances that allow minority women enterprise programs, there has not been significant efforts with this program in recent years. Jersey City Ordinance C-829 established a 20 percent goal for procurement to minority and women owned business enterprises and this is part of the City's bid documents. The goal is a good faith effort provision and the specifications in Jersey City's bid documents reference nondiscrimination in contracting.

5. Anecdotal evidence tended to suggest use of undocumented workers and the lack of information communicated regarding hiring and contracting opportunities. Barriers for Minority Women Business Enterprise included:

- Contracts were too large
- Couldn't meet bid specifications
- Financing
- An informal network established within the City excluded them from work on Jersey City projects

6. Minority Women Business Enterprise were underutilized by the City in most business categories in relation to the availability of firms to do business with the City. The exception is seen in procurement activity with Hispanic American-owned firms for

construction, and nonminority women-owned firms for construction, architecture and engineering and professional services.

### **Recommendations**

1. In outreach to Minority Women Business Enterprise Programs, the City should consider adding additional resources to improve their outreach to such programs.
2. The City should consider the use of selective vendor rotation to expand utilization of underutilized Minority Women Business Enterprise particularly professional services contracts.
3. The City should consider requiring the solicitation of Minority Women Business Enterprise for small purchases.
4. The City should consider requiring purchasing to use Minority Women Business Enterprise that are on the state contracts when the City uses state contracting for purchases.
5. The City should use multi-prime construction contracts in which a construction project is divided into several prime contracts that are overseen by a construction manager.
6. On larger projects over \$10 million, the City should require prime contractors to joint venture with a firm from a different ethnic/gender groups in order to ensure prime contracting opportunities for all businesses.

### **Commendations**

The study commended the City for its efforts in existing business development including its support for Rising Tide Capital, New Jersey Enterprise Development Center, the Urban Enterprise Zone and the partnership with Local Small Business Development Corporation.

The Study also commended the City for seeking inclusion of Minority Women Business Enterprise and female and minority employees on tax abatement projects and for seeking debundling of projects and bonding assistance for small businesses on tax abatement projects.

### **Conclusion**

As of the time of the study, the City of Jersey City had limited staff for small and minority women business enterprises programs initiatives. The staff of Equal Employment Opportunity/Affirmative Action Office was reduced from seven to two staff members. Outreach has been limited to the City's website and workshops on how to do business with the City and pre-bid conferences. The City had previously produced Minority Women

Business Enterprise spending reports but discontinued them. The tracking of Minority Women Business Enterprise is also limited, the City advisory committee on Minority Women Business Enterprise was no longer active and the City relied on certifications from other agencies. The City's effort has not provided direct business assistance development but did support the business development efforts of other local organizations.

The study provides evidence for a narrowly tailored Minority Women Business Enterprise Programs to support the continuation of programs to promote their utilization. This is based upon the statistical disparities in current Minority Women Business Enterprise utilization in subcontracting and in the private marketplace and evidence of discrimination in business formation and revenue earned from self-employment, some evidence of passive participation in private sector disparities and some anecdotal evidence of discrimination. Therefore, the City should tailor its women and minority participation policy to remedy these disparities.

VS/dc

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.641

Agenda No. 10.X

Approved: SEP 23 2014

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO THE GOLDSTEIN PARTNERSHIP, IN CONNECTION WITH DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR CITY HALL - BASEMENT RENOVATION, PROJECT NO. 2014-017 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC AND TRANSPORTATION.**

## **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City of Jersey City (City) requires the services of a consulting architectural firm in connection with design and construction administration for the renovation to the basement at City Hall, 280 Grove Street, Jersey City, New Jersey; and

**WHEREAS**, the City did solicit a Request for Qualifications (RFQ) for General Architectural Services through the fair and open process, and evaluated each firm as to its qualifications to provide these services; and

**WHEREAS**, a list of pre-qualified firms has been posted to the Jersey City Website; and

**WHEREAS**, the City is awarding this contract pursuant to the Fair and Open Provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, The Goldstein Partnership, a pre-qualified firm submitted a proposal for its services totaling \$66,240.00; and

**WHEREAS**, The Goldstein Partnership, 515 Valley Street, Suite 110, Maplewood, New Jersey 07040, possesses the necessary qualifications to undertake this project and has submitted the attached revised proposal dated September 15, 2014; and

**WHEREAS**, The Goldstein Partnership, have submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, these funds are available for this expenditure from Various City Building - Sandy Capital Account:

04-215-55-927-990 P.O. No. 114755 \$66,240.00

**WHEREAS**, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) these services are professional services which may be awarded without public bidding; and

**WHEREAS**, the Resolution authorizing the award and the agreement itself must be available for public inspection.

City Clerk File No. Res. 14.641Agenda No. 10.X SEP 23 2014

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO THE GOLDSTEIN PARTNERSHIP, IN CONNECTION WITH DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR CITY HALL - BASEMENT RENOVATION, PROJECT NO. 2014-017 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC AND TRANSPORTATION.**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached with the firm of The Goldstein Partnership, for a lump sum fee not to exceed SIXTY-SIX THOUSAND TWO HUNDRED FORTY AND 00/100 DOLLARS (\$66,240.00) for the contract period of twelve (12) months;
2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. A copy of this Resolution shall be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution.
4. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference shall be placed on file with this resolution.
5. The award of this contract shall be subject to the condition that The Goldstein Partnership provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et-seq.; and

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-927-990 for payment of the above Resolution.

September 22, 2014

RR/ab

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

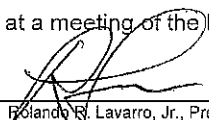
APPROVED 9-0


| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO THE GOLDSTEIN PARTNERSHIP IN CONNECTION WITH DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE CITY HALL - BASEMENT RENOVATIONS, PROJECT NO. 2014-017 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC AND TRANSPORTATION**

**Project Manager**

|                     |                                   |                                       |
|---------------------|-----------------------------------|---------------------------------------|
| Department/Division | Administration                    | Architecture, Engineering and Traffic |
| Name/Title          | Brian F. Weller, L.L.A., A.S.L.A. | Director                              |
| Phone/email         | (201) 547-5900                    | Wellerb@jcnj.org                      |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The services of a Professional Architectural Consultant is needed for design and construction administration services for the renovations to the basement of City Hall at 280 Grove Street which was damaged by Super Storm Sandy

**Cost (Identify all sources and amounts)**

\$66,240.00 (Various City Buildings Sandy)  
04-215-55-927-990

**Contract term (include all proposed renewals)**

The term of this will be twelve (12) months after award of the contract.

Type of award Non -Fair and Open

If "Other Exception", enter type

**Additional Information**

Professional design services to be included in this Contract will encompass the following disciplines:

1. Architectural/Mechanical/Electrical/Plumbing Life Safety Design;
2. Construction Drawings and Specifications;
3. Construction Administration and Submittal Review; and
4. Coordination with Telecommunications/Voice/Data with Owner.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

9/19/14

## **LEGISLATIVE FACT SHEET**

This summary sheet is to be attached to any ordinance or resolution submitted for Council consideration. Incomplete or sketchy summary sheets will be returned. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. FULL TITLE OF LEGISLATION:**

**RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO THE GOLDSTEIN PARTNERSHIP IN CONNECTION WITH DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE CITY HALL - BASEMENT RENOVATIONS, PROJECT NO. 2014-017 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING AND TRAFFIC AND TRANSPORTATION**

**2. NAME, TITLE, AND PHONE NUMBER OF PERSON INITIATING THE RESOLUTION:**

Brian F. Weller, L.L.A., Director, Division of Architecture, Engineering and Traffic and Transportation (201) 547-5900

**3. DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.**

Professional design services to be included in this Contract will encompass the following disciplines:

1. Architectural/Mechanical/Electrical/Plumbing Life Safety Design;
2. Construction Drawings and Specifications;
3. Construction Administration and Submittal Review; and
4. Coordination with Telecommunications/Voice/Data with Owner.

**4. ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:**

Professional design services for the renovation of the basement at City Hall which was damaged by Super Storm Sandy.

**5. COST OF PROPOSED PROGRAM OR PURCHASE:  
(IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE.  
HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):**

Account No. 04-215-55-927-990 for a total cost not to exceed SIXTY-SIX THOUSAND TWO HUNDRED FORTY AND 00/100 DOLLARS (\$66,240.00).

**6. IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

Upon notification of award

**7. ANTICIPATED COMPLETION OF PURCHASE DATE:**

Approximately twelve (12) months.

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
SIGNATURE OF DIVISION DIRECTOR

9.18.14  
DATE

  
SIGNATURE OF DEPARTMENT DIRECTOR

7/19/14  
DATE

\_\_\_\_\_  
SIGNATURE OF PURCHASING AGENT

\_\_\_\_\_  
DATE



**CITY OF JERSEY CITY**  
**DEPARTMENT OF ADMINISTRATION**  
**DIVISION OF ARCHITECTURE, ENGINEERING**  
**TRAFFIC AND TRANSPORTATION**

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305  
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : September 18, 2014

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture, Engineering and Traffic and Transportation

SUBJECT : City Hall - Basement Renovations  
Project No. 2014-017  
Re: The Goldstein Partnership

Attached for your consideration is the Resolution authorizing the award of a contract to The Goldstein Partnership in connection with construction documents and construction administration services for the City Hall - Basement Renovations project. Goldstein Partnership's services include the following:

1. Architectural/Mechanical/Electrical/Plumbing Life Safety Design;
2. Construction Drawings and Specifications;
3. Construction Administration and Submittal Review; and
4. Coordination with Telecommunications/Voice/Data with Owner.

If you need any additional information, please do not hesitate to call.

ab

c: Peter Folgado, RPPO, QPA, Purchasing Agent

## AGREEMENT

Agreement made this        day of        2014, between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and **The Goldstein Partnership, 515 Valley Street, Suite 110, Maplewood, New Jersey 07040** ("CONSULTANT").

WHEREAS, the City requires the services of a **professional Architectural Consultant** in connection with the City's for **City Hall - Basement Renovations**.

WHEREAS, Consultant has the skills and expertise necessary to undertake this project in matters relating to **the renovations of the basement at City Hall**.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### ARTICLE I

#### Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with professional **Architectural** services in connection with **City Hall - Basement Renovations**.

### ARTICLE II

#### Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional **Architectural** services in accordance with the Request for Qualifications (RFQ) prepared by the Division of Architecture dated **April, 2014** and the proposal prepared by the CONSULTANT dated **September 15, 2014**.

2. Such described services shall be performed during a period of **twelve (12) months**.

**COPY**

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

### ARTICLE III

#### Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with a degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

### ARTICLE IV

#### Compensation and Payment

1. Compensation for the performance of professional services described in this Agreement will be on a monthly basis in accordance with the attached quote dated **September 15, 2014** with a total cost not to exceed **Sixty-Six Thousand Two Hundred Forty (\$66,240.00) Dollars.**

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached quote prepared by CONSULTANT. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

## ARTICLE V

### Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract.

- A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000) DOLLARS combined single limit for Bodily Injury and Property Damage Liability. The CITY OF JERSEY CITY, its agents, servants shall be named as additional insured.
- B. Automobile Liability Coverage: covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.
- C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the CONSULTANT in the sum of ONE HUNDRED THOUSAND (\$100,000) DOLLARS (Statutory).
- D. Professional Liability Insurance: covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000) DOLLARS limit of liability. Said policy shall include an endorsement whereby the CONSULTANT indemnifies and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the CONSULTANT or any one employed by the CONSULTANT.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. All certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number **City Hall - Basement Renovations, Project No. 2014-017**.

3. The insurance policies described in this Article shall be kept in force for the period specified below:

- A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance shall be kept in force until submission of the CONSULTANT'S final invoice.
- B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

## ARTICLE VI

### Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both the CITY and the CONSULTANT.

## ARTICLE VII

### Progress Report

The CONSULTANT shall prepare and send to the CITY on a **bi-weekly** basis a progress report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

## ARTICLE VIII

### Suspension or Termination

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days written notice. Upon receipt of a termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this Contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

## ARTICLE IX

### Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Chief Architect of the Division of Architecture of the CITY on any claim or dispute covered by this Article.

## ARTICLE X

### Nondiscrimination

In connection with the performance of work under this Contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

## ARTICLE XI

### Compliance with Equal Employment Opportunity/Affirmative

#### Action Plan

1. If the Contract Agreement exceeds \$36,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative

Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and Additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. Consultant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

## ARTICLE XII

### COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans With Disabilities language that is included as Appendix A of this quote and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

## ARTICLE XIII

### Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, resulting solely from an error, omission, or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this Contract. Said agreement shall indemnify and defend the CITY, and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

## ARTICLE XIV

### ENTIRE AGREEMENT

1. This Agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement whether oral or written with respect to the subject matter thereof and has been induced by no representations, statement or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

## ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

### MANDATORY BUSINESS REGISTRATION REQUIREMENTS

#### Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

## **ARTICLE XVI**

### **POLITICAL CONTRIBUTIONS PROHIBITION**

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L.2004, c. 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office to the City of Jersey City when the contract is awarded.

## **ARTICLE XVII**

### **CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE**

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005,c271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by  
their duly authorized officers.

CITY OF JERSEY CITY

ATTEST

\_\_\_\_\_  
ROBERT KAKOLESKI  
Business Administrator

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

The Goldstein Partnership

\_\_\_\_\_

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
RAYMOND REDDINGTON  
Supervising Ass't. Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

\_\_\_\_\_  
MATT HOGAN  
Risk Manager

# THE GOLDSTEIN PARTNERSHIP

FOUNDED IN 1953  
ARCHITECTS  
PLANNERS  
EXPERTS

CORPORATE, INSTITUTIONAL & GOVERNMENTAL CONSULTANTS

THE MAP BUILDING, 515 VALLEY ST., SUITE 110, MAPLEWOOD, NJ 07040 (973) 761-4550 FAX: (973) 761-4588 GOLDSTEIN-ARCHITECTS.COM

April 15, 2014

Peter Folgado, Purchasing Agent, RPPO, QPA  
**CITY OF JERSEY CITY**  
Division of Purchasing  
394 Central Avenue, 2nd Floor  
Jersey City, NJ 07307

Re: RFQ - General Architectural Services  
**CITY OF JERSEY CITY**  
Term: April 2014 through April 2015

Dear Mr. Folgado:

Thank you for this opportunity to present our professional credentials to you and your colleagues at the City of Jersey City. We believe our decades of experience serving the needs of New Jersey municipalities (including a number of major projects for the City of Jersey City) will be of great value to you, especially in these times of fiscal restraint and heightened building performance expectations.

Since so much of our work involves the public sector, we are familiar with the policy-making procedures of public agencies and institutions. We recognize that meetings and conferences occur can occur at any time, and that our presence is often critical at them. Therefore, as we have done on numerous occasions in the past, when our presence is required, we will attend regular, special and/or emergency meetings of the City, and will provide such specialized architectural services as may be deemed necessary by the City.

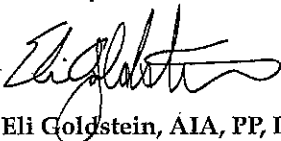
You and your colleagues may be interested to know the following:

- **Our Maplewood Police & Court Building** was the first LEED Certified government building in the State of New Jersey (LEED Silver), and was recently selected as the top Green Building in the State, both by the New Jersey Society of Architects and the New Jersey Chapter of the International Masonry Institute.
- **Our restoration of the historic Greenville Branch of Jersey City Free Public Library** recently won an *Excellence in Preservation Award* from the Jersey City Landmarks Conservancy.

In the pages that follow, you will find a number of documents describing, in detail, our relevant experience. If, after reviewing these materials, you have any further questions, or should you require additional information, please don't hesitate to call.

We look forward to the opportunity to continue serving the City of Jersey City. Thank you for your consideration.

Sincerely,



Eli Goldstein, AIA, PP, LEED AP, Managing Partner

Attachments

# THE GOLDSTEIN PARTNERSHIP

FOUNDED IN 1953  
ARCHITECTS  
PLANNERS  
EXPERTS  
CONSULTANTS

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September 8, 2014/Rev. 3: 09/15/14

Page 1 of 5

Brian Weller, Acting Chief Architect  
Division of Architecture  
CITY OF JERSEY CITY  
575 Route 440, 2nd Floor  
Jersey City, New Jersey 07305

Re: City Hall Basement Renovations  
CITY OF JERSEY CITY  
City of Jersey City  
Project No. 2014-02

Dear Mr. Weller,

Late last week, Mr. Javier of your office asked me to submit a Proposal to take over the project started by the Architecture Division, to repair and alter various spaces in the Basement of City Hall, affected by Superstorm Sandy. We and our Mechanical/Electrical Consultants met with him yesterday and performed a preliminary inspection of the work areas.

This is our understanding of the scope of services required of our Design Team (which will include Omdex as the Mechanical/Electrical Engineer):

- The work area encompasses approximately 10,500 sq. ft. of the Basement of Jersey City's City Hall,
- The work involves repairs to damage caused from flooding associated with Superstorm Sandy and miscellaneous interior alterations.
- We will prepare a Rehabilitation Code Analysis, in order to determine what lifesafety upgrades, if any, will be required in conjunction with the proposed work,
- We will complete the working drawings for this project which were begun by your office,
- We will prepare Technical Specifications for the project,
- We will endeavor to complete the Working Drawings and Specification on or about Friday, 09/19/14.

## ASSUMPTIONS UNDERLYING THIS PROPOSAL:

1. **Flood-Proofing:** Flood-proofing will be provided beyond the entire perimeter of the building (preferably at the perimeter of the site), to prevent a recurrence of water in the Basement, and will be designed and constructed by others.
2. **Finish Flooring:** Unless otherwise directed, all existing finish flooring throughout all designated work areas, will be demolished and removed. Substrates that are not level will be leveled with self-leveling gypsum underlayment. Finish flooring will be of the types directed by the Owner.
3. **Acoustic Ceilings:** Unless otherwise directed, all acoustic ceiling tile work will be demolished and removed. In general, ceiling grids will be repaired or replaced at their current heights. If existing ceilings at heights greater than 8'-0" are replaced, their replacements will be no lower than 8'-0". Contractors will be required to furnish a Unit Price to replace damaged ceiling grid.
4. **Doors & Frames:** Due to damage resulting from floodwaters or from prior demolition activities, all existing door frames will be removed and replaced with knock-down type hollow metal frames. Where existing openings are unusually narrow (such as at each of the two single-occupant Toilet Rooms within the areas to be renovated), the new frames will be widened to more conventional size.

# THE GOLDSTEIN PARTNERSHIP

FOUNDED IN 1953  
ARCHITECTS  
PLANNERS  
EXPERTS

CORPORATE, INSTITUTIONAL & GOVERNMENTAL CONSULTANTS

THE MAP BUILDING, 515 VALLEY ST., SUITE 110, MAPLEWOOD, NJ 07040 (973) 761-4550 FAX: (973) 761-4588 GOLDSTEIN-ARCHITECTS.COM

September 8, 2014/Rev. 3: 09/15/14

Page 2 of 5

5. **Voice and Data Jacks:** You will mark up a print showing the locations where voice and data jacks are desired, and their mounting heights. We will add that information to the Working Drawings. Engineering of all electronic technology aspects, including, but not limited to security, access control, voice/data, and audiovisual systems, is beyond the scope of this contract.
6. **Sheet Size:** In order to fit the Floor Plan at 1/8" scale on a single drawing, we may use 30"x42" sheets.
7. **Format of Specifications:** Architect shall prepare Technical Specifications using MasterSpec Professional format. The associated license shall be considered a Reimbursable Expense (and has been included in our Expense Allowance for the Construction Documents Phase).
8. **Plumbing Fixtures:** If the existing Toilet Room plumbing fixtures are located such that accessible provisions can be provided, then we will leave them in place. Otherwise, we will relocate them to the extent required to achieve that objective.
9. **Ceramic Tile:** Under the Base Bid, the Contractor will be required to clean the existing ceramic tile flooring in the Toilet Rooms. He will be required to furnish an alternate price to demolish, remove, and replace that flooring, if that cleaning does not yield an acceptable result. Ceramic Tile wainscoting will be provided on all walls of all Toilet Rooms.
10. **Windows:** We have concluded that it would be difficult and expensive to try to repair the existing Basement windows. Therefore, we are assuming that all basement windows will be replaced with thermally-broken aluminum windows glazed with high-performance insulating vision glass in conjunction with interior blinds.
11. **Air-Conditioning:** Air-conditioning will be provided throughout all of the suites designated for renovation. Split HVAC systems will be provided for all of the suites designated to be renovated, enabling all of the window air-conditioning units in the Basement to be demolished and removed. The outside components of the split systems for the suites at the East end of the building will be located at the North and South ends of the interior courtyard. The outside components of the split systems for the suites at the West end of the building will be located in the recessed portions of the North and South sides of the building and will be caged for security. You will secure approval from the City's Planning Department for the locations of this equipment and for the locations of the penetrations of the building's exterior walls for the service lines to them, and for the louvers to be added for the air intakes and exhausts. Note: We have allowed for a meeting with the City's Historic Office to help secure approval for the associated changes to the exterior of the building. If that approval is not forthcoming, we will propose staying with the window air-conditioner approach currently in use throughout the building.
12. **Single General Contract:** All the construction work in the designated Work Areas of the Basement will be performed under a single General Contract.
13. **Signage:** Barrier-free room signs will be provided in all areas designated for renovation. To accommodate the possibility that the initial occupants of the renovated areas may ultimately be relocated elsewhere in the building, the signs will be designed to easily be modified.

# THE GOLDSTEIN PARTNERSHIP

FOUNDED IN 1953  
ARCHITECTS  
PLANNERS  
EXPERTS

CORPORATE, INSTITUTIONAL & GOVERNMENTAL CONSULTANTS

THE MAP BUILDING, 515 VALLEY ST., SUITE 110, MAPLEWOOD, NJ 07040 (973) 761-4550 FAX: (973) 761-4588 GOLDSTEIN-ARCHITECTS.COM

September 8, 2014/Rev. 3: 09/15/14

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14. **Finishing Hardware:** Barrier-free finishing hardware will be provided at all doors within the areas designated to be renovated. The levers on the inner and outer vestibule doors on the North and South sides of the building will be replaced with exit devices. No electronic access control provisions will be provided on any doors within the areas designated for renovation.
15. **Accessible Route:** The barrier-free entrance on the South side of the building will remain, and will be considered adequate for access to the Basement.
16. **Conference Room:** In the area designated to become the Conference Room, the existing work sink will be demolished and removed, and an architectural ceiling will be provided. A partition with a door will be provided at the face of the existing vaulted ceiling, in front of which a recessed motorized projection screen will be provided.
17. **Toilet Partitions:** Toilet partitions will be vandal-resistant plastic type.
18. **Painting:** All existing drywall surfaces designated to remain, will be primed and repainted.
19. **Vault Door:** The existing vault door and frame will remain.
20. **Structural Engineering:** Should Structural Engineering be required, we will let you know before commencing such services. All such services, including the coordination of same, shall be considered Additional Services.
21. **Bidding Documents & General Conditions:** We will review and comment on the Bidding Documents and General and Supplementary Conditions you propose to use for the project. You will revise them accordingly, for inclusion in the overall Bid Package, subject to review by the City's Law Department.
22. **Form of Agreement:** The form of agreement will be the AIA Owner/Architect Agreement, tailored to the specifics of this project.
23. **LEED:** No LEED or other third-party sustainability certification will be required.
24. **Contingency:** In recognition of uncertainties inherent in this type of project and the short time frame available to the Architect to prepare its Contract Documents, the City will include a contingency of at least 20% of the Contract Sum in its overall budget for the project.
25. **Stock Equipment:** The Mechanical/Electrical Engineer will endeavor to specify HVAC equipment and lighting fixtures which are readily available, to help minimize the overall duration of the Construction Period.
26. **Construction Access:** All construction access to the Work Areas will be via the Delivery Entrance at the rear of the building. The Contractor will be obligated to maintain an adequate number of means of egress at all times.
27. **Prompt Response:** As questions arise that require answers from the City, you will secure those answers promptly, in order not to delay our work.

# THE GOLDSTEIN PARTNERSHIP

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September 8, 2014/Rev. 3: 09/15/14

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28. **FEMA:** No services will be required from us in relation to any FEMA grants for which the City may be eligible, in connection with this project.
29. **Exterior Masonry Repair:** Repair of damaged masonry work on the outside faces of the Basement walls, is beyond the scope of this project.
30. **Removal of existing materials:** The City will remove all stored materials from all Work Areas, prior to the start of the General Contract.
31. **Mold Remediation:** If any mold is encountered during the work, the City will arrange for its prompt remediation, separate from the General Contract.
32. **Asbestos Remediation:** The City will arrange for the remediation of all asbestos-containing materials, including floor tiles, throughout the Work Areas, prior to the start of the General Contract work.
33. **Framing:** Wood framing will be replaced with metal framing. Metal framing will remain, unless seriously corroded, in which case it will be replaced.
34. **Removal of Electrical Devices:** All electrical devices and associated wiring within 4' of the floor will be replaced, under the assumption that they were immersed in salt water during the flooding of the Basement.
35. **Layouts:** Unless directed otherwise by you, room and furniture layouts will be as shown in the CAD drawings furnished by your office.
36. **Air Exchange Provisions:** Air intakes and exhausts will be tied into louvered openings to be provided in the upper 1' (nom.) of designated windows within the Work Areas (typically one intake and one exhaust per suite, spaced at least 10' apart).
37. **Removal of Abandoned Equipment:** The General Contract will include disconnection and removal of the abandoned condensing units in the East Courtyard of the building, and of the associated air handling equipment and ductwork from within the Basement.
38. **Separate Electrical Contract:** The work of the recently awarded Electrical Contract will be completed prior to the start of the General Contract, including the demolition and removal of the electrical equipment near the Southeast corner of the Basement, currently located in one the suites designated for renovation under the General Contract. You will furnish us with the Contract Documents for that project, for reference.
39. **Lighting:** In general, existing light fixtures will be replaced with energy-conservative low-glare fixtures that are readily available, in the same general layouts as the existing fixtures (to avoid conflicts with above-ceiling piping, etc.), using 2x2 and 2x4 fixtures throughout, with the exception of the new Conference Room.
40. **Floor Removals:** Raised concrete slabs and dense storage floor tracks will be demolished and removed.
41. **Occupancy Sensors:** Occupancy sensors to control lighting will be provided in storage rooms only.

# THE GOLDSTEIN PARTNERSHIP

FOUNDED IN 1953  
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PLANNERS  
EXPERTS

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THE MAP BUILDING, 515 VALLEY ST., SUITE 110, MAPLEWOOD, NJ 07040 (973) 761-4550 FAX: (973) 761-4588 GOLDSTEIN-ARCHITECTS.COM

September 8, 2014/Rev. 3: 09/15/14

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1. **Grade Beam Repairs:** The work of the recently awarded Grade Beam Repair Contract will be completed prior to the start of the General Contract. You will furnish us with the Contract Documents for that project, for reference.
2. **Existing Communication Equipment:** You will immediately identify any telephone or other equipment panels, equipment, or devices in the Work Areas, that are to remain.
3. **Main Entrance Stairs to the Building:** Professional Services associated with repairing or replacing the building's grand front stairway will be addressed in a separate Proposal. They are beyond the scope of this Proposal.
4. **Plan Review:** It is assumed that Plan Review will be performed by the City's Building Department. Architect has allowed a meeting with the Building Department to describe his approach to Rehabilitation Code compliance and lifesafety, and to answer questions.
5. **Authorization:** The Fees below have been reduced by 10% from the prior version of this Proposal on condition that written authorization of this entire Proposal is received by the Architect by Monday, 09/15/14, that we are furnished the rest of the existing drawings previously discussed by that time, and that we are given whatever other information and/or answers to questions that we need to complete the project by the end of September.

## FEE PROPOSAL (Project to be billed on an hourly basis, with the Total below as the maximum)

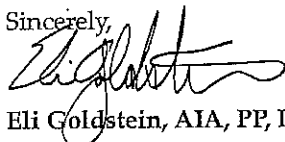
| Phase                       | Architecture    | MEP Engineering | Expense Allowance | Total           |
|-----------------------------|-----------------|-----------------|-------------------|-----------------|
| Construction Documents      | \$27,900        | \$17,100        | \$2,250           | \$47,250        |
| Bidding                     | \$2,700         | \$450           | \$90              | \$3,240         |
| Construction Administration | \$13,500        | \$1,800         | \$450             | \$15,750        |
| <b>Total</b>                | <b>\$44,100</b> | <b>\$19,350</b> | <b>\$2,790</b>    | <b>\$66,240</b> |

### Construction Administration Phase Services:

The Architectural Fee quoted in the above table for Construction Administration Phase Services assumes that we will chair and issue the minutes of twice-monthly job meetings. (As at the West District, our basic CA Fee will be \$5,000 per month. We are assuming a 10-week construction period.) We will also review the Contractor's Schedule of Values (comparing it to our Cost Estimate), conduct the Pre-Construction Conference, review and process submittals, review and process Pay Applications, inspect the work, prepare the Color Board and Finishes Schedule, prepare Punchlists, process Change Orders, administer the closeout process, and make an 11th month inspection to help identify any defective work prior to the expiration of warranties. (In all, we project that our Architectural CA Services will encompass the equivalent of a 3-month period;  $3 \times \$5,000$  per month = \$15,000, plus engineering (reduced by 10%, as noted above).)

I trust that this Proposal is responsive to Mr. Javier's request. Please let me know if you need anything else at this time.

Sincerely,



Eli Goldstein, AIA, PP, LEED, Managing Partner

cc: Joseph Javier, RA

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

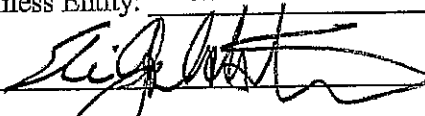
**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that The Goldstein Partnership (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding April 1, 2014 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract The Goldstein Partnership (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: The Goldstein Partnership

Signed  Title: Managing Partner

Print Name Elliot W. Goldstein Date: April 1, 2014

Subscribed and sworn before me

this 1 day of April 2014.

My Commission expires:

  
BENJAMIN P. PINTER  
AN ATTORNEY AT LAW OF NEW JERSEY

(Print name & title of affiant) (Corporate Seal)

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

# BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8

## CITY OF JERSEY CITY

### Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                       |                                    |
|---------------------------------------|------------------------------------|
| Election Fund for Steven Fulop (2013) | Frank Gajewski for Council         |
| Team Fulop                            | Friends of Khemraj "Chico" Ramchal |
| Team Fulop Runoff                     | Councilperson Richard Boggiano     |
| Lavatro for Council                   | Michael Yun for Council            |
| Councilperson Joyce E. Watterman      | Councilperson Candice Osborne      |
| Councilperson Daniel Rivera           | Diane Coleman for Council          |

### Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☒ Partnership      ☐ Corporation      ☐ Sole Proprietorship      ☐ Subchapter S Corporation  
☐ Limited Partnership      ☐ Limited Liability Corporation      ☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                              |
|------------------------------|-------------------------------------------|
| Elliot W. Goldstein          | 570 Overhill Road, South Orange, NJ 07079 |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |
|                              |                                           |

### Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: The Goldstein Partnership

Signed: [Signature] Title: Managing Partner  
Print Name: Elliot W. Goldstein Date: April 1, 2014

Subscribed and sworn before me this 1 day of April, 2014

My Commission expires:

[Signature]  
BENJAMIN PERLMUTTER  
AN ATTORNEY AT LAW OF NEW JERSEY

(Affiant)  
(Print name & title of affiant) (Corporate Seal)

10. 2017

... 1.4.4.

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

|              |                              |        |               |
|--------------|------------------------------|--------|---------------|
| Vendor Name: | The Goldstein Partnership    |        |               |
| Address:     | 515 Valley Street, Suite 110 |        |               |
| City:        | Maplewood                    | State: | NJ Zip: 07040 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

### Managing Partner

Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.[illegible]

☐ Check here if the information is continued on subsequent page(s)

## EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form A-A302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract/compliance](http://www.state.nj.us/treasury/contract/compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Elliot W. Goldstein, Managing Partner

Representative's Signature: 

Name of Company: The Goldstein Partnership

Tel. No.: (973) 761-4550 x12

Date: April 1, 2014

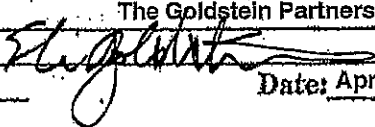
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121.01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Elliot W. Goldstein, Managing Partner  
Representative's Signature: The Goldstein Partnership  
Name of Company:   
Tel. No.: (973) 761-4550 x12 Date: April 1, 2014

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : The Goldstein Partnership  
Address : 515 Valley Street, Suite 110, Maplewood, NJ 07040  
Telephone No. : (973) 761-4550 x12  
Contact Name : Eliot W. Goldstein

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** GOLDSTEIN JAMES  
**Trade Name:** THE GOLDSTEIN PARTNERSHIP  
**Address:** 515 VALLEY STREET STE 110  
MAPLEWOOD, NJ 07040-1391  
**Certificate Number:** 0098260  
**Effective Date:** April 01, 1973  
**Date of Issuance:** February 04, 2013

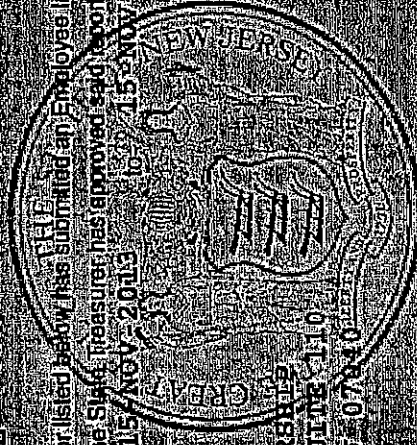
**For Office Use Only:**

20130204151625764

Certification 12953

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-11 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15/NOV-2013 to 15/NOV-2020



THE GOLDSTEIN PARTNERSHIP  
515 VALLEY STREET, SUITE 110  
MAPLEWOOD, NJ 07040

*Andrew P. Sidamon-Erisoff*  
Andrew P. Sidamon-Erisoff  
State Treasurer

# Resolution of the City of Jersey City, N.J.

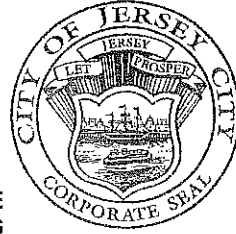
City Clerk File No. Res. 14.642

Agenda No. 10.Y

Approved: SEP 23 2014

TITLE:

**RESOLUTION OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY MAKING APPLICATION TO THE LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40A:2-51, N.J.S.A. 40A:3-4, N.J.S.A. 40A:3-11, N.J.S.A. 18A:24-89 AND N.J.S.A. 18A:24-97**



**WHEREAS**, in order to achieve debt service savings for the City of Jersey City, in the County of Hudson, State of New Jersey (the "City") by refinancing various City bond issuances, the City Council previously approved the making of and the City made an application to the Local Finance Board on May 22, 2013 for (i) its review and consent to the adoption by the City of a refunding bond ordinance (the "General Improvement Ordinance") providing for the issuance of one or more series of general obligation refunding bonds of the City in the aggregate principal amount not to exceed \$53,500,000 (the "General Improvement Refunding Bonds") in order to refund various series of bonds of the City; (ii) its review and consent to the adoption by the City of a refunding bond ordinance (the "Water Improvement Ordinance") providing for the issuance of one or more series of general obligation refunding bonds of the City in the aggregate principal amount not to exceed \$10,700,000 (the "Water Improvement Refunding Bonds" and together with the General Improvement Refunding Bonds, the "Refunding Bonds") in order to refund various series of bonds of the City; (iii) its approval of such series of Refunding Bonds to be issued in the form of "qualified bonds" under the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 *et seq.* (the "MQBA"); (iv) its review and consent to the adoption by the City of a refunding ordinance (the "School Ordinance") providing for the issuance of one or more series of school refunding bonds of the City in the aggregate principal amount not to exceed \$25,800,000 (the "School Refunding Bonds") in order to refund various series of school bonds of the City; and (v) its approval of such School Refunding Bonds to be issued in the form of "qualified school bonds" under the School Qualified Bond Act, N.J.S.A. 18A:24-85 *et seq.* (the "SQBA") and also entitled to the benefits of the New Jersey School Bond Reserve Act; and

**WHEREAS**, the Local Finance Board considered said May 22, 2013 application of the City and approved of same and endorsed its consent upon the applicable refunding bond ordinances on June 12, 2013; and

**WHEREAS**, the aforesaid Local Finance Board approvals and endorsements of consent upon the applicable refunding bond ordinances need to be approved and endorsed by the Local Finance Board again at its October 8, 2014 meeting, as more than a year has expired since it prior approval on June 12, 2013; and

**WHEREAS**, the City Council, in its efforts to achieve debt service savings for the City, desires to renew and again make the aforesaid application to the Local Finance Application requesting the reviews, consents and approvals of the Local Finance Board previously requested and received; and

**WHEREAS**, the City believes that:

- (a) It is in the public interest to accomplish such purposes;
- (b) such purposes are in compliance with the requirements of the MQBA and the SQBA;
- (c) said purposes or improvements are for the health, welfare, convenience or betterment of the inhabitants of the City;
- (d) the amounts to be expended for said purposes or improvements are not unreasonable or exorbitant and are consistent with the requirements of the MQBA and the SQBA; and
- (e) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the City and will not create an undue financial burden to be placed upon the City.

City Clerk File No. Res. 14.642Agenda No. 10.Y SEP 23 2014

TITLE:

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, STATE OF NEW JERSEY, as follows:**

Section 1. The Application to the Local Finance Board is hereby renewed and approved, and the City's Bond Counsel, Chief Financial Officer, Business Administrator and Financial Advisor, along with other representatives of the City, are each hereby authorized and directed to prepare and resubmit such application, to file such application with the Local Finance Board and to represent the City in matters pertaining thereto.

Section 2. The Clerk is hereby directed to prepare and file a copy of this Resolution, the General Improvement Ordinance, the Water Improvement Ordinance and the School Ordinance with the Local Finance Board as part of such application.

Section 3. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute, including causing its consent to be endorsed upon certified copies of each of the General Improvement Ordinance, the Water Improvement Ordinance and the School Ordinance.

Section 4. This Resolution shall take effect immediately upon its adoption.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

11574285v1

Rolando R. Lavarro, Jr., President of Council

2

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.643

Agenda No. 10.Z

Approved: SEP 23 2014

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE FY2014 ANNUAL ACTION PLAN, ACCEPTING AND EXECUTING A HUD ENTITLEMENT GRANT FOR THE REALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND AUTHORIZING PROGRAM CONTRACTS

---

COUNCIL  
of the following resolution:

offered and moved adoption

**WHEREAS**, on April 21, 2010 the Municipal Council adopted Resolution No. 10-239 authorizing the submission of the 2009-2014 Five Year Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, on March 26, 2014 and September 10, 2014, respectively, the Municipal Council adopted Resolution Nos. 14-178 and 14-618 authorizing the submission of the City's Annual Application and Action Plan and entering into program contracts for HUD Entitlement Grants for Fiscal Year 2014; and

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) has made available to the City reallocated Community Development Block Grant (CDBG) funds in the amount of \$326,191 and the City has chosen to accept these funds; and

**WHEREAS**, in order to receive these reallocated funds, the City is required to amend the FY2014 Annual Action Plan; and

**WHEREAS**, the City is desirous of allocating \$326,191 in Community Development Block Grant (CDBG) funds re-allocated for fiscal year 2014 as detailed on the attached page.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor or Business Administrator is hereby authorized to execute agreements with organizations identified in Exhibit A and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development.

**BE IT FURTHER RESOLVED**, that subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

City Clerk File No. Res. 14.643Agenda No. 10.7 SEP 23 2014

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AMENDING THE FY2014 ANNUAL ACTION PLAN, ACCEPTING AND  
EXECUTING A HUD ENTITLEMENT GRANT FOR THE REALLOCATION OF  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND  
AUTHORIZING PROGRAM CONTRACTS**

**BE IT FURTHER RESOLVED that funds are to be allocated as detailed below:**

**EXHIBIT A**

| Description                                                                                                                                                                        |                   |                                                                            |                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------------------------------------------------------------|----------------|
| Agency: J.C. Redevelopment Agency (JCRA)<br>66 York Street 2 <sup>nd</sup> Floor<br>Jersey City, NJ 07302                                                                          |                   | Project: Berry Lane Park<br>(located at Garfield Avenue<br>and Berry Lane) |                |
| Continued environmental remediation of lots being assembled for creation of 17-acre park in low-moderate income area. <b>Allocate \$212,024 from additional FY2014 CDBG funds.</b> |                   |                                                                            |                |
| YEAR                                                                                                                                                                               | ACCOUNT           | AMOUNT                                                                     | HUD Activity # |
| 2014                                                                                                                                                                               | Unallocated Funds | \$212,024                                                                  | 927            |

---

| Agency: J.C. Dept. of Health and Human<br>Services<br>199 Summit Avenue<br>Jersey City, NJ 07304                                                                                                                                                                                |                   | Project: Homeless Street Outreach |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------------------|----------------|
| Funding for outreach team in Jersey City, specifically the Journal Square PATH Station, to support and assist target population and connecting individuals with services, shelter and ultimately permanent housing. <b>Allocate \$48,929 from additional FY2014 CDBG funds.</b> |                   |                                   |                |
| YEAR                                                                                                                                                                                                                                                                            | ACCOUNT           | AMOUNT                            | HUD Activity # |
| 2014                                                                                                                                                                                                                                                                            | Unallocated funds | \$48,929                          | N/A            |

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| Agency: J.C. Division of Community<br>Development (DCD)<br>30 Montgomery Street<br>Jersey City, NJ 07302 |                   |          |                |
|----------------------------------------------------------------------------------------------------------|-------------------|----------|----------------|
| Administrative funds for the DCD. <b>Allocate \$65,238 from additional FY2014 CDBG funds.</b>            |                   |          |                |
| YEAR                                                                                                     | ACCOUNT           | AMOUNT   | HUD Activity # |
| 2014                                                                                                     | Unallocated Funds | \$65,238 | N/A            |

City Clerk File No. Res. 14.643Agenda No. 10.Z SEP 23 2014

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AMENDING THE FY2014 ANNUAL ACTION PLAN, ACCEPTING AND  
EXECUTING A HUD ENTITLEMENT GRANT FOR THE REALLOCATION OF  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND  
AUTHORIZING PROGRAM CONTRACTS**

**SUMMARY OF REPROGRAMMED ACCOUNTS**

| VENDOR                                        | PROJECT                  | AMOUNT    | ACCOUNT #         | P.O. # |
|-----------------------------------------------|--------------------------|-----------|-------------------|--------|
| J.C. Redevelopment Agency (JCRA)              | Berry Lane Park          | \$212,024 | 55-200-56-851-927 | 114835 |
| J.C. Dept. of Health and Human Services (HHS) | Homeless Street Outreach | \$48,929  | 55-200-56-851-928 | 114836 |
| J.C. Division of Community Development (DCD)  | CDBG ADMIN               | \$65,238  | 55-200-56-851-918 | ADMIN  |

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$326,191 are available in the above accounts.

*Donna Mauer*

Donna Mauer  
Chief Financial Officer

APPROVED:  MB

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

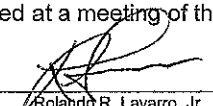
APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE FY2014 ANNUAL ACTION PLAN, ACCEPTING AND EXECUTING A HUD ENTITLEMENT GRANT FOR THE REALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND AUTHORIZING PROGRAM CONTRACTS**

**Project Manager**

|                     |                 |                       |
|---------------------|-----------------|-----------------------|
| Department/Division | HEDC            | COMMUNITY DEVELOPMENT |
| Name/Title          | CARMEN GANDULLA | DIRECTOR              |
| Phone/Email         | x5304           | CGandulla@jenj.org    |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

Amending the City's FY2014 Annual Action Plan to accept and reallocate additional CDBG funding in the amount of \$326,191 as follows:

|                                                                  |            |
|------------------------------------------------------------------|------------|
| J.C. Redevelopment Agency (JCRA) - Berry Lane Park               | \$212,024. |
| J.C. Dept. of Health & Human Services – Homeless Street Outreach | \$ 48,929. |
| J.C. Division of Community Development (DCD) - Administration    | \$ 65,238  |

**Cost (Identify all sources and amounts)**

HUD Entitlement Funds

**Contract term (include all proposed renewals)**

April 1, 2014 – March 31, 2015

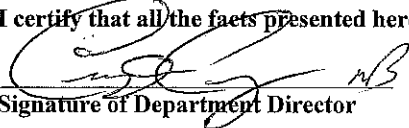
Type of award

If "Other Exception", enter type

**Additional Information**

Reallocated CDBG Funds in amount of \$326,191 from Westchester County

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

9/22/14  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14-643

Agenda No. 10.Z

Approved: SEP 23 2014

TITLE:



## **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE FY2014 ANNUAL ACTION PLAN, ACCEPTING AND EXECUTING A HUD ENTITLEMENT GRANT FOR THE REALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND AUTHORIZING PROGRAM CONTRACTS**

---

COUNCIL  
of the following resolution:

offered and moved adoption

**WHEREAS**, on April 21, 2010 the Municipal Council adopted Resolution No. 10-239 authorizing the submission of the 2009-2014 Five Year Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, on March 26, 2014 and September 10, 2014, respectively, the Municipal Council adopted Resolution Nos. 14-178 and 14-618 authorizing the submission of the City's Annual Application and Action Plan and entering into program contracts for HUD Entitlement Grants for Fiscal Year 2014; and

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) has made available to the City reallocated Community Development Block Grant (CDBG) funds in the amount of \$326,191 and the City has chosen to accept these funds; and

**WHEREAS**, in order to receive these reallocated funds, the City is required to amend the FY2014 Annual Action Plan; and

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**BE IT FURTHER RESOLVED**, that subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

City Clerk File No. Res. 14.643Agenda No. 10.Z SEP 23 2014

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AMENDING THE FY2014 ANNUAL ACTION PLAN, ACCEPTING AND  
EXECUTING A HUD ENTITLEMENT GRANT FOR THE REALLOCATION OF  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND  
AUTHORIZING PROGRAM CONTRACTS**

**BE IT FURTHER RESOLVED that funds are to be allocated as detailed below:**

**EXHIBIT A**

| Description                                                                                                                                                                                                                                                                     |                   |                                                                                   |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------------------------------------------------------------------|----------------|
| <b>Agency: J.C. Redevelopment Agency (JCRA)</b><br>66 York Street 2 <sup>nd</sup> Floor<br>Jersey City, NJ 07302                                                                                                                                                                |                   | <b>Project: Berry Lane Park</b><br>(located at Garfield Avenue<br>and Berry Lane) |                |
| Continued environmental remediation of lots being assembled for creation of 17-acre park in low-moderate income area. <b>Allocate \$212,024 from additional FY2014 CDBG funds.</b>                                                                                              |                   |                                                                                   |                |
| YEAR                                                                                                                                                                                                                                                                            | ACCOUNT           | AMOUNT                                                                            | HUD Activity # |
| 2014                                                                                                                                                                                                                                                                            | Unallocated Funds | \$212,024                                                                         | 927            |
|                                                                                                                                                                                                                                                                                 |                   |                                                                                   |                |
| <b>Agency: J.C. Dept. of Health and Human Services</b><br>199 Summit Avenue<br>Jersey City, NJ 07304                                                                                                                                                                            |                   | <b>Project: Homeless Street Outreach</b>                                          |                |
| Funding for outreach team in Jersey City, specifically the Journal Square PATH Station, to support and assist target population and connecting individuals with services, shelter and ultimately permanent housing. <b>Allocate \$48,929 from additional FY2014 CDBG funds.</b> |                   |                                                                                   |                |
| YEAR                                                                                                                                                                                                                                                                            | ACCOUNT           | AMOUNT                                                                            | HUD Activity # |
| 2014                                                                                                                                                                                                                                                                            | Unallocated funds | \$48,929                                                                          | N/A            |
|                                                                                                                                                                                                                                                                                 |                   |                                                                                   |                |
| <b>Agency: J.C. Division of Community Development (DCD)</b><br>30 Montgomery Street<br>Jersey City, NJ 07302                                                                                                                                                                    |                   |                                                                                   |                |
| Administrative funds for the DCD. <b>Allocate \$65,238 from additional FY2014 CDBG funds.</b>                                                                                                                                                                                   |                   |                                                                                   |                |
| YEAR                                                                                                                                                                                                                                                                            | ACCOUNT           | AMOUNT                                                                            | HUD Activity # |
| 2014                                                                                                                                                                                                                                                                            | Unallocated Funds | \$65,238                                                                          | N/A            |

City Clerk File No. Res. 14-643Agenda No. 10.2 SEP 23 2014

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AMENDING THE FY2014 ANNUAL ACTION PLAN, ACCEPTING AND  
EXECUTING A HUD ENTITLEMENT GRANT FOR THE REALLOCATION OF  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND  
AUTHORIZING PROGRAM CONTRACTS**

**SUMMARY OF REPROGRAMMED ACCOUNTS**

| VENDOR                                        | PROJECT                  | AMOUNT    | ACCOUNT #         | P.O. # |
|-----------------------------------------------|--------------------------|-----------|-------------------|--------|
| J.C. Redevelopment Agency (JCRA)              | Berry Lane Park          | \$212,024 | 55-200-56-851-927 | 114835 |
| J.C. Dept. of Health and Human Services (HHS) | Homeless Street Outreach | \$48,929  | 55-200-56-851-928 | 114836 |
| J.C. Division of Community Development (DCD)  | CDBG ADMIN               | \$65,238  | 55-200-56-851-918 | ADMIN  |

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$326,191 are available in the above accounts.

*Donna Mauer*

Donna Mauer  
Chief Financial Officer

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Rolando R. Lavarro, Jr.*  
Rolando R. Lavarro, Jr., President of Council

*Robert Byrne*  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.644

Agenda No. 10.Z.1

Approved: SEP 23 2014

TITLE:



## RESOLUTION RECOGNIZING KAYLA MORALES DURING CHILDHOOD CANCER AWARENESS MONTH IN THE CITY OF JERSEY CITY

**WHEREAS**, cancer is the leading cause of disease-related death for children, resulting in a higher mortality rate than that caused by asthma, cystic fibrosis, diabetes, and pediatric AIDS combined. The American Cancer Society estimates that in 2014, an estimated 15,780 new cases of cancer will be diagnosed and 1,960 deaths from cancer will occur among children and adolescents aged birth to 19 years; and

**WHEREAS**, unlike many types of cancer acquired in adulthood, childhood cancers tend to be more aggressive than common cancers affecting adults and are most often unrelated to lifestyle, thus affording fewer safe treatment options; and

**WHEREAS**, funding for research and treatment is severely lacking, with less than five percent (5%) of the federal government's total funding for cancer research dedicated to childhood cancers. Despite rising pediatric cancer rates in the past few decades, funding for research has decreased steadily since 2003; and

**WHEREAS**, thanks to better treatment options and more and more children partaking in promising clinical trials, survival rates for children with cancer have greatly improved. According the National Cancer Institute, "the incidence of invasive cancer in children has increased slightly over the past 30 years, mortality rates have declined by more than 50 percent for many childhood cancers" and "[t]he combined 5-year survival for all childhood cancers has improved from less than 50 percent before the 1970s to 80 percent today"; and

**WHEREAS**, increased public awareness of this major public health problem is a crucial step toward finding solutions and Childhood Cancer Awareness Month is an important nationwide tool for raising awareness among governmental officials and the public about the nature and scope of this problem;

**WHEREAS**, Kayla Morales, nicknamed, "Buttercup", is 9 years old and is in the Gifted and Talented Hope Class at P.S. 20 School in Jersey City. Her hobbies include community service such as Teens for Jeans Fundraiser where she collected nearly 420 pairs of Jeans in February for Homeless Children and Teens; and

**WHEREAS**, in honor of her cousin, Antoinette Nealy, who was battling cancer, Kayla, every June, created a Lemonade Stand in front of Toys "R" Us on Rt. 440 during Lemonade Days, a Youth entrepreneurial program powered by Google. All proceeds are donated to children with Cancer. Though her cousin has lost her battle, Kayla continues to honor her and create awareness for children with cancer.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby proclaim the month of September of each year as Childhood Cancer Awareness Month in the City of Jersey City and pays tribute to the families, friends, professionals, and communities who lend their strength to children fighting pediatric cancer, commends their courage, and joins in their commitment continue to move us toward new cures, healthier outcomes, and a brighter future for all our youth.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk